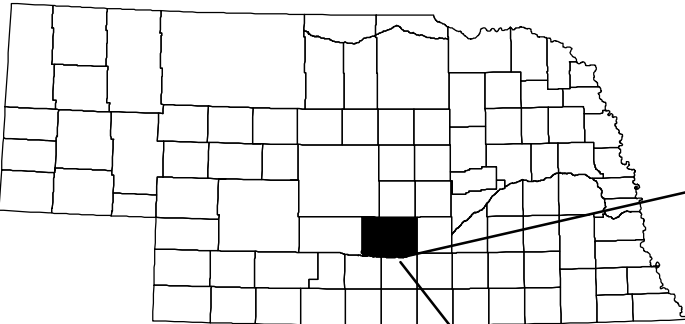


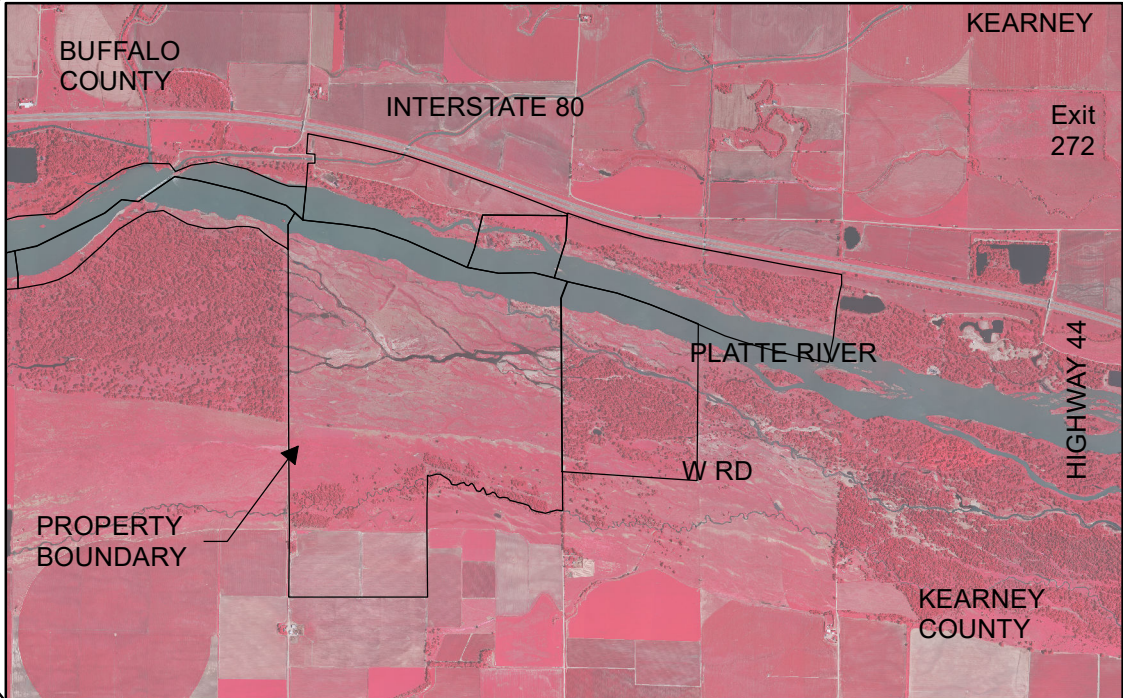
ITEM	DESCRIPTION	UNITS	PRELIM QUANTS	FINAL QUANTS
001	MOBILIZATION	LS	1	
002	NORTH PROJECT AREA	AC	14	
003	SOUTH PROJECT AREA	AC	215	

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

**Elm Creek Complex Tree/ Brush
Removal Project
IN BUFFALO COUNTY, NE**



PROJECT LOCATION



- INDEX**
- 1 COVER SHEET
 - 2 SITE LAYOUT
 - 3 ABOVEGROUND TREE REMOVAL

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.

<p>PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM</p>	PROJECT NO. 16-016		
	Elm Creek Complex Tree/ Brush Removal Project COVER SHEET		
	SHEET NO: 1 of 3	DATE: 08/25/16	DRAWN BY: TRT

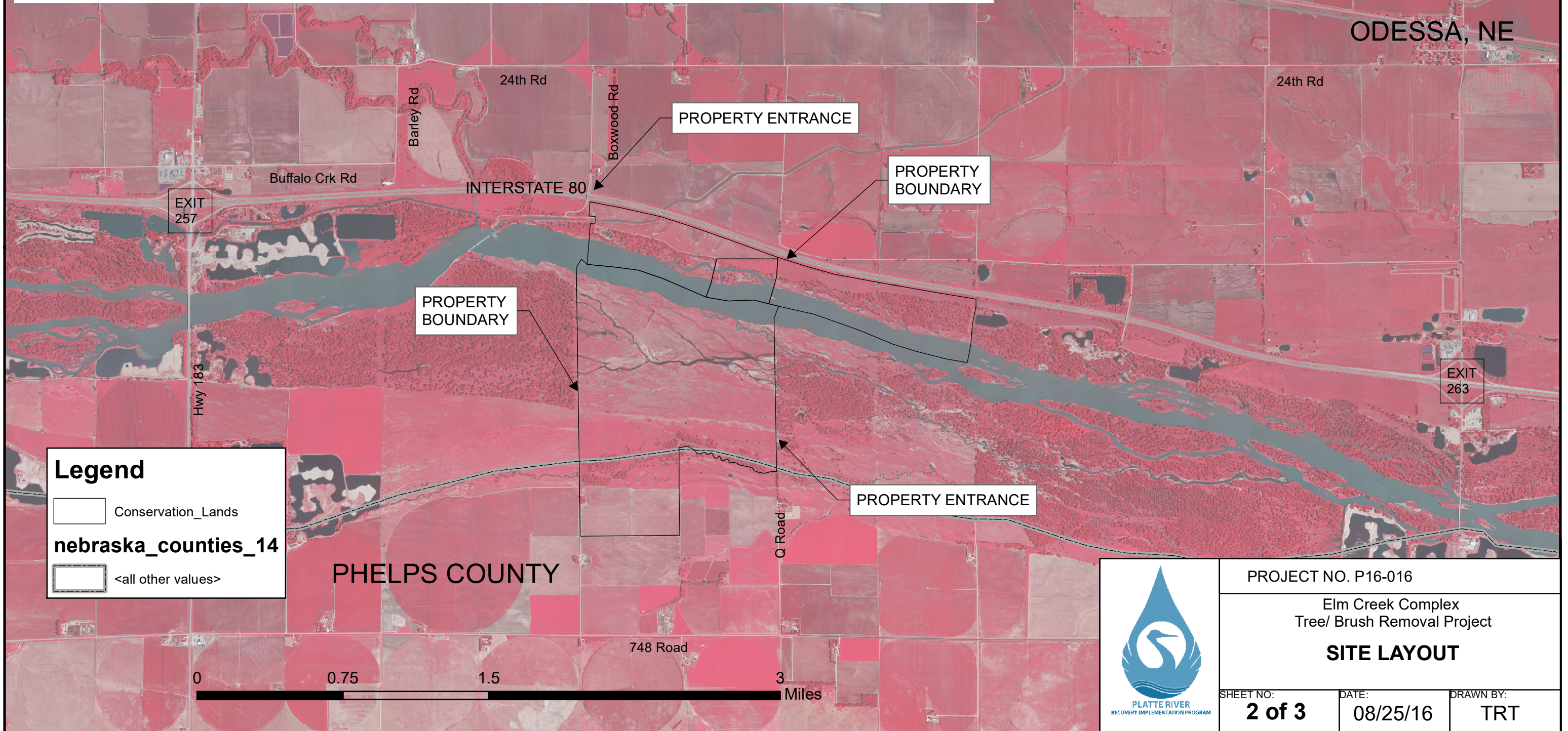
NOTES:

- 1) All utilities observed at the time of the survey are shown on the drawing; however, absence of utilities in drawing is not an assurance that other utilities do not exist on this site. The contractor will be responsible for any damage to utilities or structures during construction.
- 2) It is the contractor's responsibility to call the "Diggers Hotline" number to verify any conflicting utilities prior to beginning any work.
- 3) Access for the north project area shall be from Boxwood Rd east of Highway 183 to a locked gate at the overpass across I-80. Project area is approximately 1 mile to the east of the overpass entrance. Access for the south project area shall be from Q Road east of Highway 183 north of 747 Rd. Project area is approximately 1 mile to the north of the property entrance.

BUFFALO COUNTY



ODESSA, NE



Legend

Conservation_Lands

nebraska_counties_14

<all other values>

PHELPS COUNTY

0 0.75 1.5 3 Miles

NOTES:

- 1) In the North Project Area, the contractor will only remove Russian Olive trees and treat stumps with appropriate herbicide to prevent resprouting. Trees shall be mulched up rather than placed in piles. In the South Project Area, the contractor will shred/ mulch all trees/ woody debris within hatched boundaries. Stumps will be at or slightly below ground level. Stumps of all deciduous trees shall be treated with appropriate herbicide to prevent resprouting. Brush shall be shred/ mulched but not treated with herbicide.
- 2) Individual trees too large to be mulched must be placed in a limited number of piles within the limits of the clearing area. Any merchantable timber may be harvested and removed at the contractor's expense. Remaining waste material must be mulched, piled in tree piles or relocated off site for disposal or recycling.
- 3) Any metal debris, old fencing material, etc. must be removed from site.





BUFFALO COUNTY

North Project Area
(Approx 14 acres)

South Project Area
(Approx 215 acres)

Legend

-  North Project Tree Removal
-  South Project Tree Removal

PHELPS COUNTY



PROJECT NO. 16-016

Elm Creek Complex
Tree/ Brush Removal Project
**ABOVEGROUND
TREE/ BRUSH REMOVAL**

SHEET NO:
3 of 3

DATE:
08/25/16

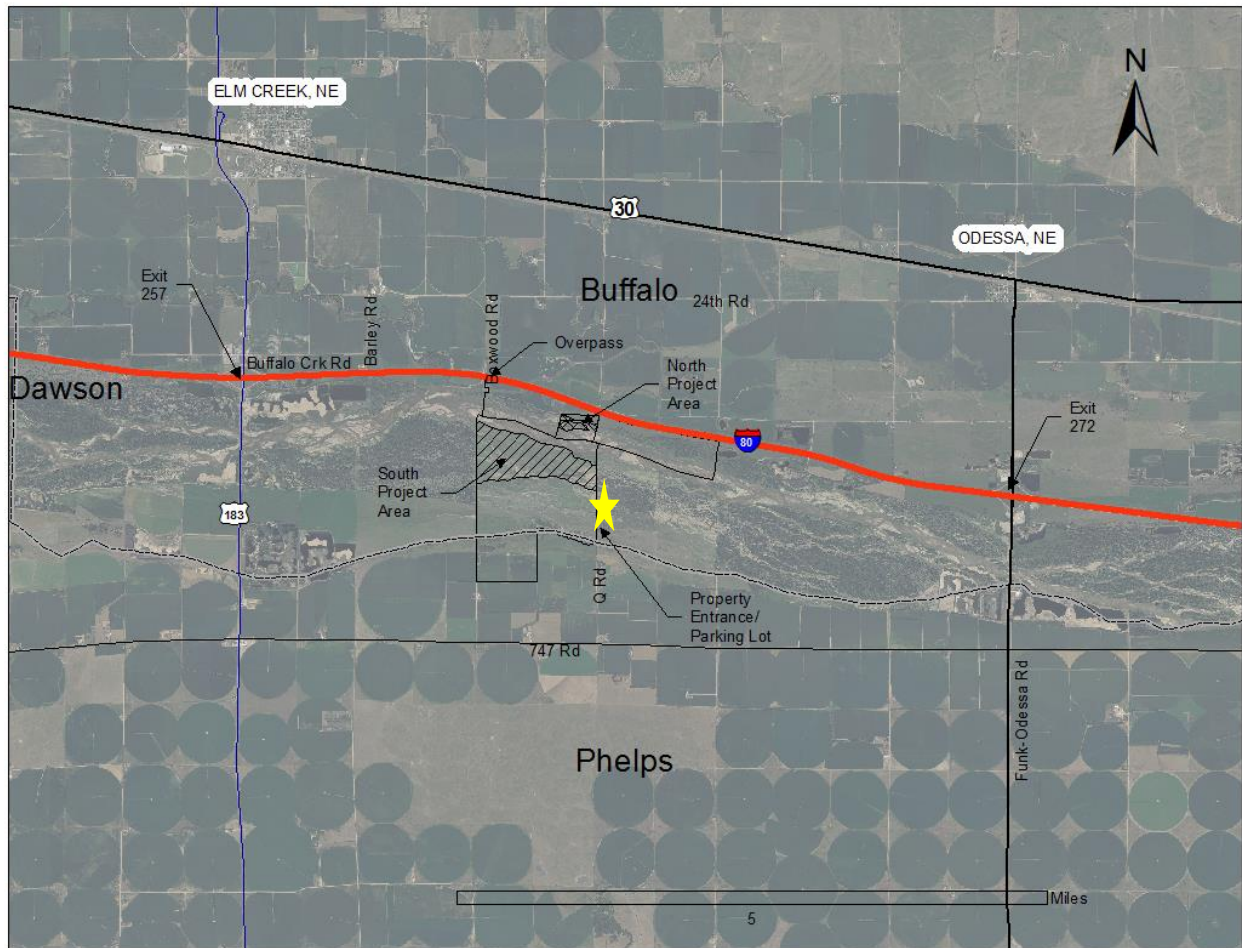
DRAWN BY:
TRT

Directions to Site-Showing Meeting

PROJECT: (P16-016) Elm Creek Complex Tree/ Brush Removal Project

Date and Time: Friday, September 9 at 9:00 AM CT

Location: Elm Creek Complex



SOUTH PROJECT AREA:

Meeting location will be in a parking area at the northern end of Q road off of 747 Rd between Highway 183 and the Funk-Odessa Rd south of I-80.



**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
REQUEST FOR QUOTES**

PROJECT: (P16-016) Elm Creek Complex Tree/ Brush Removal Project
LOCATION: Elm Creek Complex
NEAR: Platte River near Elm Creek, NE
REQUEST DATE: September 1, 2016
SITE SHOWING: September 9, 2016
CLOSING DATE: **September 16, 2016** – 2:00 pm central time
POINT OF CONTACT: Tim R. Tunnell
Headwaters Corporation
4111 4th Ave, Suite 6
Kearney, NE 68845
tunnelli@headwaterscorp.com

The undersigned, having examined the drawings 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 QUOTE SUBMITTED ON DATE: _____

NOTE: Prices requested are hourly rates for equipment and operators. Payment will be made on actual hours worked, which may be more or less than the estimate.

Item No.	Description	Unit	Hourly Rate	Estimated Quantity	Bid Unit Price
1	Total Mobilization/Demobilization	LS		1	\$_____
2	Skid steer w/ mulcher Hourly Rate	Hour	_____	_____	\$_____
3	Skid steer w/ loader Hourly Rate	Hour	_____	_____	\$_____
4	Chainsaw work Hourly Rate	Hour	_____	_____	\$_____
5	Herbicide application Hourly Rate	Hour	_____	_____	\$_____
6	_____ Rate (optional)	Hour	_____	_____	\$_____

PROJECT DURATION:

The Contractor, under this agreement, shall commence this work as soon as possible upon receipt of NOTICE TO PROCEED (anticipated around September 21, 2016). Work should be completed as soon as possible, but prior to February 1, 2017.

EQUIPMENT LIST

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

THIS QUOTE 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 remove trees, brush, and downed woody debris from within designated areas shown on Sheet 3. This will be accomplished by shredding, mulching, and/or cutting at ground level and/or placing in piles. All deciduous re-sprouting trees will be treated with appropriate herbicide to prevent re-sprouting.

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 2 identifies the project location.

1.1.3 Schedule of Work: The performance period of this Contract shall be from date of award through February 1, 2017.

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 floodplain of the Platte River.

PART 02 ABOVE-GROUND TREE CLEARING/SHREDDING

2.1 SUMMARY

2.1.1 Section Includes: All trees not marked for preservation and all snags, logs, brush, stumps, shrubs, rubbish, and similar materials shall be cleared from within the limits of the designated areas. All woody vegetation will be removed flush with or slightly below the ground. Eastern red cedar, Russian olive, false indigo, salt cedar, and will trees shall be chipped or shredded to or slightly below ground level using a toothed forestry head (FECON Bull Hog, Loftness Carbide Cutter, or equal) capable of shredding woody brush into a variety of textures, from course to fine, mounted on a tracked skid steer. Knife style heads like the Loftness Timber Ax are not acceptable equals. All vegetation cuttings shall be shredded to a size of approximately 6 inches by three inches by two inches.

2.1.2 Stumps of re-sprouting species cut within the above-ground tree clearing area will be treated with TORDON RTU herbicide (or approved equal) immediately after the tree is cut. Spray sides of stump and outer portion of the cut surface, including the cambium ring along the inner bark; thoroughly wet but not to the point of runoff. Do not cut sprouting species if snow or water will prevent proper application of herbicide.

2.1.3 Removed trees and brush that cannot be mulched or otherwise ground up will be stacked into piles located inside of the above-ground tree clearing area or just outside of area. The number of piles should be kept to a minimum, as much as is reasonable based upon density of trees, location of trees, topography, etc.

2.1.4 Any garbage, rubbish, trash, abandoned barbed wire or similar items found during clearing, shall be set aside by the contractor and disposed of in an approved solid waste facility.

2.1.5 Merchantable timber within the clearing limits will be become the property of the Contractor, unless otherwise specified.

Related Section: General Information and Requirement Section 01

2.2 PROJECT/ SITE CONDITIONS

2.2.1 Work limits generally within historic floodplain of the Platte River identified on Sheet 3.

PART 03 EXECUTION

3.1 MOBILIZATION

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

3.2 ABOVE-GROUND TREE CLEARING/SHREDDING

3.2.1 Work will occur under the guidance of the project engineer. Contractor will make every effort to mulch and/or remove all trees within fence line corridors.

PART 04 MEASUREMENT AND PAYMENT

4.1 MOBILIZATION/DEMOBILIZATION

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

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

4.2 ABOVE-GROUND TREE CLEARING/SHREDDING

4.2.1 Method of Measurement: Measurement for payment will be by equipment hours spent on project. Work logs showing daily summaries of equipment hours will be required for payment.

4.2.2 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.

SPECIAL PROVISIONS

These Special Provisions amend or supplement the Technical Specifications of the Construction Contract, and other provisions of the Contract Documents as may be indicated below. All Technical Specifications so referenced that are not so amended or supplemented remain in full force and effect.

1. DEFINITIONS AND PRINCIPLES

FOUNDATION

For the purpose of this Contract, FOUNDATION refers to the Nebraska Community Foundation, Inc. of Lincoln, Nebraska.

PROGRAM

For the purpose of this Contract, PROGRAM refers to the Platte River Recovery Implementation Program.

Project Engineer

For the purpose of this Contract, the Office of the Executive Director of the PROGRAM will serve as the Project Engineer. The Project Engineer may in writing designate a Resident Project Representative (RPR) who shall carry out the Project Engineer's functions as set forth in the Supplementary Conditions (00810).

Contracting Officer

For the purpose of this Contract, the Executive Director of the PROGRAM will serve as the Contracting Officer. The Contracting Officer may designate, in writing, a representative(s) who shall carry out the Contracting Officer's functions as set forth below. In all cases as provided for in this document, the powers, authorities, rights and responsibilities of the Contracting Officer shall also extend to the Contracting Officer's designated representative(s). Reference to the Contracting Officer herein shall apply to the Contracting Officers designated representative if any.

The Contracting Officer will appoint a representative that will function as the coordinator between the CONTRACTOR and the PROGRAM.

The Contracting Officer shall assist the Project Engineer with the execution of the technical aspects of the project, to include inspection, and shall, supervise the administrative and other non-technical aspects of the Contract Documents.

The Contracting Officer shall have the authority to stop the work, or to require and direct the CONTRACTOR to properly comply with the Contract Documents. In the event of a dispute as to the intent of non-technical portions of the Contract Documents, the Contracting Officer shall have the right to correct any errors or omissions at any time such corrections are necessary. In the case of any dispute

or disagreement in regard to the drawings, specifications or other technical documents, the Contracting Officer, upon consultation with the Project Engineer, shall provide for amendments to the Contract Documents as required.

2. PROGRAM RIGHT TO DO WORK

The PROGRAM and/or its employees, agents or assigns shall be responsible for the following items related to the work

Establishing vertical control points

3. UNEMPLOYMENT AND WORKMEN'S COMPENSATION INSURANCE

Before issuing a Notice to Proceed, the CONTRACTOR and all subcontractors shall furnish proof of registration with the Employment Security Commission and the Workmen's Compensation Division as required by Nebraska Statutes.

A current letter obtained directly from the Employment Security Commission and the Workers Compensation Division shall be submitted as evidence of compliance with this requirement. Proof that the CONTRACTOR and all Subcontractors are still registered at the time of completion of construction shall be submitted prior to Final Acceptance of the Project.

4. PROJECT ACCESS

CONTRACTOR access the site is presented on the construction drawings. The CONTRACTOR shall be responsible to keep access roads graded and suitable for use by the CONTRACTOR and/or their Subcontractors as well as by the PROGRAM and/or its representatives.

In the event that the PROGRAM and/or their representatives discover equipment, appliances or tools that are leaking excessive petrochemical products (i.e., fuel, oil or other lubricants), the CONTRACTOR and/or their sub-contractors shall be instructed to remove the vehicle, equipment, appliance or tool with the leak until such time that the leak is repaired.

If access through the adjoining private properties becomes necessary, it must be done with extreme caution. The PROGRAM, on the information provided by the landowners, will mark known underground items such as septic systems, residential drainage and wells. The CONTRACTOR shall take every precaution to prevent damage to said properties and shall be held responsible for repairs to septic systems, drainage pipes or wells.

The CONTRACTOR shall be responsible for reviewing the site and informing themselves fully regarding site peculiarities and limitations of space available.

5. STAGING AND STORAGE AREA

The primary staging area will be identified in the field by the Project Engineer.

The CONTRACTOR shall at all time keep their staging area clean and free of an accumulation of debris and rubbish. All areas used for storage or staging will be cleaned and restored within ten (10) days of completion of the project.

Between the dates of April 1 and May 10, or October 1 and November 15, heavy equipment will be moved from the river to an upland site behind a tree line at the end of each work day if such features are available. If not available, the equipment will be moved to the farthest extent feasible or to a position of cover at least 0.25 miles away from the channel.

6. REMOVAL OF MATERIALS

Unless a specific item or material is noted to remain the property of the PROGRAM's and/or the effected private property owners, or said item is specified as being owed by the CONTRACTOR, all items will be inspected by the Contracting Officer to determine the need to retain the item. If the material is designated as scrap, the CONTRACTOR will remove the item from site.

7. CONTROL OF PERSONS AND TRAFFIC ON SITE

The CONTRACTOR shall control the actions of its employees, agents or assigns, as well as its subcontractors and their employee, agents or assigns working on the site and shall enforce all regulations.

The CONTRACTOR shall be responsible for traffic control on the public roadways as may be necessary to access the work site with trucks, equipment and/or materials.

The PROGRAM retains the right to visit the site with other agencies and interested parties when needed. The PROGRAM will coordinate access with the CONTRACTOR and will access the site such that the work of the CONTRACTOR is not hindered or delayed.

8. PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall take special precautions to insure that adequate safety is provided to personnel at all times during construction operations.

Temporary items such as, but not limited to, staging, lifting and hoisting devices, excavation barricades, and safety and construction procedures necessary to complete the project shall be the responsibility of the CONTRACTOR and its subcontractors, and shall comply with all applicable codes and regulations. Nebraska Occupational Health and Safety Rules and Regulations shall be complied with in their entirety. It shall not be the responsibility of the OWNER to determine if the CONTRACTOR, subcontractors or their representatives are in compliance with the aforementioned regulations.

9. CONSTRUCTION LIMITS

Construction limits for the Work are defined on the construction drawings. CONTRACTOR shall coordinate with OWNER to confirm construction limits associated with the work at

each project site.

No other disturbance shall be allowed on private property unless specifically authorized. Care shall be taken to protect existing structures and fences. CONTRACTOR shall be liable for all damages to private property.

10. HOURS OF WORK

From December 15 to February 15 and within a 0.25 mile area around a known eagle roost, site activity should occur beginning one (1) hour after sunrise and finishing one hour (1) before sunset to minimize disturbance of the roost.

For Work occurring in or within 0.25 miles of the Platte River channel between the dates April 1 and May 10, or October 1 and November 15, the CONTRACTOR will not begin work until one of the following requirements has been met each day: 1) The CONTRACTOR observes the airplane conducting whooping crane surveys during their daily basis fly-over the construction zone without circling back to verify a whooping crane sighting; or 2) it is at least one (1) hour after sunrise and the CONTRACTOR has confirmed there are no whooping cranes or large white birds in the construction zone; or 3) the Project Engineer has confirmed the lack of whooping cranes in the construction zone. If the CONTRACTOR has any suspicion or question as to whether or not a whooping crane is present, he will not start work until a positive identification can be made by the Project Engineer or the bird(s) leave by their own accord. The CONTRACTOR will contact the Project Engineer anytime he thinks there may be a whooping crane in the construction zone. Between these same dates, the CONTRACTOR must conclude work two (2) hours before sunset and equipment must be staged according to the specifications of Provision 5 above.

The PROGRAM conducts daily whooping crane surveys by flying an airplane up the river at an elevation of 750 ft. starting one-half (½) hour before sunrise. When the plane observes a white object they circle around to determine what it is. If it is a whooping crane on PROGRAM property they will notify the PROGRAM in order for the PROGRAM to confirm the sighting from the ground. If the plane continues to fly up the river, then there are likely not any whooping cranes in the area. The PROGRAM will provide the CONTRACTOR with the phone number of the whooping crane survey contractor.

If one contractor requires the service of another contractor beyond the standard working hours, the CONTRACTOR requiring the extra service shall be responsible for any costs associated with the other contractor working extra hours.

11. EXISTING UNDERGROUND UTILITIES

There are no utilities known to the PROGRAM (buried) in the work area.

The CONTRACTOR shall be responsible for contacting Diggers Hotline of Nebraska five (5) days prior to the start of construction at (800) 331-5666, for the purpose of locating any underground utilities. Identification and location of utilities is the sole responsibility of the CONTRACTOR.

12. PRE-CONSTRUCTION MEETING

Within five (5) days of award of this Contract, the Contracting Officer shall arrange a meeting at the job site. This meeting shall include the CONTRACTOR in addition to the Project Engineer, Contracting Officer and all substantial subcontractors.

At the Pre-construction Meeting, each CONTRACTOR shall explain their anticipated procedures on site in detail and shall provide a progress schedule for review.

13. TIME OF COMPLETION AND SEQUENCE OF OPERATIONS

All Work shall be completed as soon as possible and shall be completed no later than **November 20, 2016**.

All time frames as contained in this section are the product of the Project Engineer's estimate. Reasonable adjustments in the time frames allowed for each component may be approved by the PROGRAM upon review of the CONTRACTOR's schedule for progression of work which is to be reviewed at the pre-construction meeting.

Work shall start no later than **four (4) weeks** after execution of this Contract unless approved by the PROGRAM.

The final sequencing of construction items will be according to a schedule mutually agreed upon by all parties.

14. PROJECT LAYOUT AND CONTROLS

The PROGRAM is responsible for verification of CONTRACTOR's work against the Project Drawings and specifications.

15. 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

Technical Point of Contact (Program):

Tim Tunnell, Senior Land Manager
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Ave., Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: tunnelt@headwaterscorp.com

Admin. Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Ave., Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

Media Point of Contact (Program):

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

END OF SPECIAL PROVISIONS