

ADDENDUM NO. 1  
TO  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
COTTONWOOD RANCH BROAD-SCALE RECHARGE

**DATE OF ISSUE: September 7, 2018**

**TO: PROSPECTIVE BIDDERS AND OTHER INTERESTED PARTIES**

THE CONTRACT DOCUMENTS AND SPECIFICATIONS, INCLUDING THE CONTRACT DRAWINGS, ARE HEREBY MODIFIED BY THE FOLLOWING ITEMS:

**CHANGES TO SPECIFICATIONS**

AD-1 Item 1      SECTION 00500 - AGREEMENT

- A. Delete this Section in its entirety and REPLACE with the attached Section 00500 – AGREEMENT.

AD-1 Item 2      SECTION 00900 - SPECIAL PROVISIONS

- A. Delete this Section in its entirety and REPLACE with the attached Section 00900 - SPECIAL PROVISIONS.

AD-1 Item 3      SECTION 01270 – METHOD OF MEASUREMENT

- A. Delete this Section in its entirety and REPLACE with the attached Section 01270 – METHOD OF MEASUREMENT.

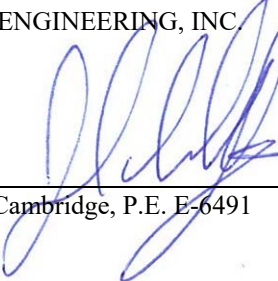
**CHANGES TO DRAWINGS**

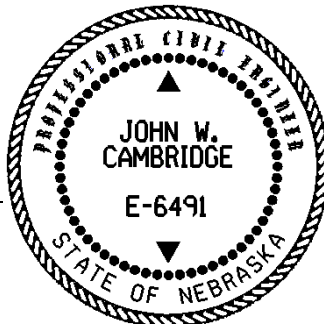
None

ALL ITEMS IN CONFLICT WITH THE ADDENDA ARE HEREBY DELETED.

THIS ADDENDUM IS MADE PART OF THE CONTRACT DOCUMENTS AND SHALL BE NOTED ON THE PROPOSAL.

HDR ENGINEERING, INC

  
\_\_\_\_\_  
John Cambridge, P.E. E-6491





DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS  
**SECTION 00500ADM1 – AGREEMENT**

---

THIS AGREEMENT is dated as of the [ ] day of [ ] in the year 2018, by and between the Nebraska Community Foundation, Inc. (hereinafter called OWNER) representing all signatories to the Platte River Recovery Implementation Program (PROGRAM), and [ ] (hereinafter called CONTRACTOR) D-U-N-S # [ ]. The following persons are authorized to represent the parties through this Agreement: Diane Wilson representing the OWNER, Jason Farnsworth representing the PROGRAM; and [ ] representing the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Construction of low head berms and water control structures with installation of associated infrastructure (e.g. culverts, pipelines) that will be used to pond water for groundwater recharge.*

ARTICLE 2. ENGINEER.

HDR will serve as the ENGINEER. The ENGINEER may in writing designate a representative(s) who shall carry out the ENGINEER's functions as set forth in the Contract Documents. In all cases as provided for in this Agreement, the powers, authorities, rights and responsibilities of the ENGINEER shall also extend to the ENGINEER's representative(s).

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion. Substantial Completion of all Work is to be completed as soon as possible following issuance of the Notice to Proceed, and shall be completed no later than May 1, 2019. Work will be initiated within 30 days after execution of this Agreement unless otherwise approved by the PROGRAM.
- 3.2 Final Completion. Final Completion is to be reached within 30 days of Substantial Completion.
- 3.3 In determining whether an extension of time will be granted, consideration will be given to unusual weather conditions that may delay the completion of the Work, providing the CONTRACTOR has notified the OWNER, in writing, that an extension of time is needed.
- 3.4 Liquidated Damages. The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement, and that the OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed, in accordance with Article 12 of the General Conditions. They also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that, as liquidated damages for delay, (but not as a penalty), the CONTRACTOR shall pay the OWNER \$2,000.00 for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion, until the Work is substantially complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, the CONTRACTOR shall pay the OWNER \$2,000.00 for each calendar day that expires after the time specified in Paragraph 3.1 for final completion and readiness for final payment of all work.

The provisions in Section 3.3 regarding declaration of weather shutdown and suspension of counting days shall apply to this Section.

#### ARTICLE 4. CONTRACT PRICE.

The OWNER shall pay the CONTRACTOR for completion of the Work, in accordance with the Contract Documents according to the Bid, which is attached as an Exhibit. The total awarded sum is \$\_\_\_\_\_. the total price can vary due to the actual quantities of the unit price items installed, or due to Change Orders. Measurement and payment for bid items shall be per information provided in the Division 1-General Requirements.

#### ARTICLE 5. PAYMENT PROCEDURES.

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER, as provided in the General Conditions.

- 5.1 A semi-final payment will be made only upon substantial completion of all work. Substantial completion shall have been achieved when, based upon the recommendation of the ENGINEER, all work required in the Contract Documents has been completed with the exception of minor corrections or adjustments.

The amount of the semi-final payment to be provided will be the balance of the amount remaining under the Contract minus two times the value of any items remaining to be corrected or adjusted as well as any amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

Upon satisfactory completion of the corrections and/or adjustments, the PROGRAM shall, upon receipt of a requisition approved by the OWNER, promptly pay these items. The PROGRAM shall retain any funds as may be required to satisfy claims, liens and judgments against the CONTRACTOR arising in connection with of the project and which have not been suitably discharged.

Reduction of the balance of the amount due under the Contract, does not relieve the CONTRACTOR of the responsibility for corrective work or adjustments required during the guarantee period.

Prior to issuance of the semi-final payment, the CONTRACTOR shall furnish to the OWNER (on forms supplied in the Bidding Documents), a sworn statement that all materials, labor, equipment etc. that have been furnished performed or otherwise included under the Contract, have been paid for. In the event all CONTRACTOR costs have not been paid, the CONTRACTOR must provide a statement of the balance due to each and every supplier of labor, materials, equipment, etc.

If required by the OWNER, the CONTRACTOR shall provide similar statements from Subcontractors or suppliers, etc. to the same effect that they have paid for all labor, materials etc. furnished by them and used in connection with the Contract or a statement of any unpaid balances.

- 5.2 Final Payment will be made upon certification issued by the OWNER, in consultation with the ENGINEER, that all work has been completed in accordance with the Contract and upon proof that any claims, liens or judgments have been suitably discharged.

The PROGRAM shall make the final payment promptly upon receipt of a Certification of Final Completion from the ENGINEER, and signed by the CONTRACTOR and OWNER.

#### ARTICLE 6. CONTRACTOR'S REPRESENTATIVES

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has carefully reviewed and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities.

6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

## ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the OWNER and the CONTRACTOR concerning the Work, consists of the following:

7.1 This Agreement

7.2 Performance Bond and Labor and Material Payment Bond.

7.3 Notice of Award and Notice to Proceed.

7.4 General Conditions and Supplementary Conditions to the General Conditions.

7.5 General Requirements, Construction Specifications, Material Specifications, and Special Provisions

7.6 Drawings and Details.

Cover Sheet

G-01 General Information

G-02 Wetland Site Plan

C-00 Overall Site Plan

C-01 Cell #1 & Cell #2 Site Plan & Geometrics

C-02 Cell #3 Site Plan & Geometrics

C-03 Cell #4 & Cell #5 Site Plan & Geometrics

C-04 Cell #6 Site Plan & Geometrics

C-05 Cell #7 & Cell #8 Site Plan & Geometrics

C-06 Cell #1 Overflow Spillway

C-07 Cell #2 Overflow Spillway

C-08 Cell #3 Overflow Spillway

C-09 Cell #4 Overflow Spillway

C-10 Cell #5 Overflow Spillway

C-11 Cell #6 Overflow Spillway

C-12 Cell #7 Overflow Spillway

C-13 Cell #8 Overflow Spillway

C-14 Water Level Control Flume Structure

C-15 Structural Details, Road Ditch Drainage

C-16 Subdrain and Toe Drain Details

C-17 Low Water Crossing, Overflow Barrier, Maintenance Route Crossing

C-18 Typical Sections

C-19 SWPPP

C-20 North Discharge Piping Plan & Profile Sta. 1+20 TO 14+00

C-21 North Discharge Piping Plan & Profile Sta. 14+00 TO 28+00

C-22 North Discharge Piping Plan & Profile Sta. 28+00 TO 29+25

C-23 Meter Pit Details

C-24 Energy Dissipator

- C-25 Miscellaneous Details
- C-26 Fencing Details
- C-27 Electrical Details
- C-28 Electrical Details
- C-29 Electrical Schedules

7.7 Addenda listed on the Bid forms.

None

7.8 Supplemental Sheets and Attachments

None

7.9 CONTRACTOR'S executed Bid forms.

7.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents, other than those listed above, in this Article 7. The Contract Documents may only be amended, modified, or supplemented, as provided in Article 3 of the General Conditions.

The Contract Documents listed above are intended to be complementary and to describe and provide for a complete work. The CONTRACTOR will not take advantage of an apparent error or omission in the plans and specifications. If the CONTRACTOR discovers such an error or omission, he will immediately notify the ENGINEER. The ENGINEER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

#### ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under, or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### ARTICLE 9. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2018.  
(Note: Effective Date must precede dates for performance and payment bonds)

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL IF APPLICABLE)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If the CONTRACTOR is a corporation, attach evidence of authority to sign).

**END OF SECTION 00500**



DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS  
**SECTION 00900ADM1 – 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, HDR will serve as the Project Engineer, or designate an ENGINEER to represent the PROGRAM. The Project Engineer or ENGINEER may in writing designate a Resident Project Representative (RPR) who shall carry out the Project Engineer's or 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:

None

## 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 times 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 PROGRAM 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 PROGRAM 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 March 6 and April 29, or October 9 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 PROGRAM 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 PROGRAM 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. The Project Engineer will notify the PROGRAM. 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 (1/2) 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 two buried irrigation pipelines as shown on the plans. The alignments are based on best available information. There are no other 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 **June 1, 2019**

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. TESTING

CONTRACTOR shall hire a qualified Testing Agency to perform quality control testing and provide test results to the RPR, as directed in the Contract Documents.

Required testing, testing procedures, reports, certificates, and costs associated with all phases of securing required satisfactory test information which may be required by individual Specification Sections or Drawings are the full responsibility of the CONTRACTOR.

Additional testing and inspection required because of changes in materials or proportions requested by CONTRACTOR are the full responsibility of the CONTRACTOR.

Additional testing and inspection required because of changes or rejection of materials are the full responsibility of the CONTRACTOR.

Quality Control:

Sampling and testing shall be witnessed by RPR.

CONTRACTOR shall coordinate scheduling of testing with RPR.

CONTRACTOR shall provide minimum 24 HRS notice to RPR prior to performing quality control testing.

CONTRACTOR shall provide necessary testing services for prequalification of proposed materials.

Use of CONTRACTOR'S Testing Agency and results of tests on proposed materials shall in no way relieve CONTRACTOR of responsibility to furnish materials and construction in full compliance with Contract Documents.

Duties and Authorities of Testing Agency:

Any Testing Agency or agencies and their representatives retained by CONTRACTOR or PROGRAM for any reason are not authorized to revoke, alter, relax, enlarge, or release any requirement of Contract Documents, nor to reject, approve or accept any portion of the Work.

CONTRACTOR'S Testing Agency shall inform the CONTRACTOR and Resident Project Representative regarding acceptability of or deficiencies in the work including materials furnished and work performed by CONTRACTOR that fails to fulfill requirements of the Contract Documents.

CONTRACTOR'S Testing Agency is to inspect, sample and test materials as required by these Contract Documents.

CONTRACTOR'S Testing Agency is to submit test reports and inspection reports to ENGINEER, CONTRACTOR, and RPR immediately after they are performed.

When it appears that any material furnished or work performed by CONTRACTOR fails to fulfill requirements of the Contract Documents, CONTRACTOR'S Testing Agency is to test suspect materials and to report findings to ENGINEER, CONTRACTOR, and RPR.

All test reports to include exact location and depth from which the material was taken and/or location of samples selected from in-place materials.

CONTRACTOR'S Testing Agency is to maintain a daily log of deficiencies in the work. This log shall be reported to the CONTRACTOR and RPR on a weekly basis until all deficiencies have been addressed.

PROGRAM retains the responsibility for ultimate rejection or approval of any portion of the Work.

#### Duties of CONTRACTOR:

To facilitate testing and inspection, perform the following:

Furnish any necessary labor to assist the CONTRACTOR'S or PROGRAM'S Testing Agency in obtaining and handling samples at site.

Notify CONTRACTOR'S Testing Agency and RPR sufficiently in advance of operations (minimum of 24 HRS) to allow completion of quality control and quality assurance tests for assignment of personnel and for scheduled completion of quality control and quality assurance tests.

#### Quality Assurance:

The PROGRAM may perform quality assurance tests.

The RPR will determine random locations of quality assurance tests and perform quality assurance tests on the samples and at the locations tested by the CONTRACTOR'S Testing Agency.

If the RPR observes quality control tests not being performed according to the applicable test procedures, the RPR may stop production until corrective action is taken. The RPR will notify the CONTRACTOR of

observed deficiencies, promptly, both verbally and in writing.

Qualifications:

Testing Agency:

Meeting requirements of ASTM E329.

Provide evidence of recent inspection by Cement and Concrete Reference Laboratory of National Bureau of Standards, and correction of deficiencies noted.

Definitions:

CONTRACTOR'S Testing Agency: An independent professional testing/inspection firm or service hired by CONTRACTOR to perform testing, inspection or analysis services as directed, and as provided in the Contract Documents.

Name and qualifications of the CONTRACTOR'S Testing Agency are to be presented in the CONTRACTOR'S list of subcontractors.

PROGRAM'S Testing Agency: An independent professional testing/inspection firm or service hired by PROGRAM to perform quality assurance testing, inspection or analysis services.

## 15. CONSTRUCTION SURVEYING

CONTRACTOR construction surveying to include:

Establish or re-establish project centerlines.

Referencing or re-referencing control points.

Running a circuit of bench levels to check or re-establish plan benchmarks.

Setting benchmarks as needed.

Staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of all structures, grading, paving, drainage, and all other appurtenances required for the completion and acceptance of the Work.



CONTRACTOR shall be responsible for all construction surveying and hire and pay a registered land surveyor to perform construction staking and surveying to complete the Work.

Owner will hire and pay for an independent surveyor to perform the following survey:

Provide existing control points.

ENGINEER's Design Files:

ENGINEER can provide AutoCAD file for grading and layout of the berms, interior berms, interior swales, overflow spillways, culverts, water level flume control structures, inline water level control structure, road ditch drainage controls, toe drains, borrow area, riprap, and other project features shown on the contractor documents. CONTRACTOR shall verify accuracy of the information and coordinate with ENGINEER to resolve any discrepancies prior to beginning construction.

Duties of CONTRACTOR:

All stakes, references, lines, grades, and batter boards which may be required for the construction operations shall be furnished, set, and properly referenced by the CONTRACTOR in a manner consistent with standard engineering practices and in accordance with the NDOT's Construction Manual or alternate procedures approved by the ENGINEER. The CONTRACTOR shall be solely and completely responsible for the accuracy of the line and grade of all features of the work.

Any errors or apparent discrepancies found in the survey shall be immediately called to the attention of the ENGINEER by the CONTRACTOR for correction or interpretation before proceeding with the work.

Seeding boundary shall be staked by the CONTRACTOR.

The CONTRACTOR shall submit to the ENGINEER upon completion of the work all surveying field notes, field books, and computer files regarding stationing, grades and elevations.

Data shall be clear, orderly, and neat and consistent with standard engineering practices.

As-Built Drawings to be submitted in electronic format showing the line, grades, and elevations of the Work.

The field notebooks shall be subject to inspection by ENGINEER at any time.

Data will be used for development of As-Built Drawings.

The ENGINEER will not recommend approval of final payment until these items have been received and reviewed by the ENGINEER.

The CONTRACTOR shall be responsible for the placement and preservation of adequate ties and references to all control points, whether established by him/her or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown in the Plans.

All land ties (i.e., section corners, fractional section corners, etc.) that may be lost or destroyed during construction shall be carefully referenced and replaced by a licensed Nebraska Land Surveyor with the coordination of the Phelps County Surveyor. A copy of the completed survey and references to the corner or accessory shall be filed with the State Surveyor and with the County.

The CONTRACTOR shall make final survey to determine conformance with final lines, grades and elevations shown on the Drawings.

The CONTRACTOR shall correct any deficient staking or construction work which resulted from inaccuracies in the staking operations or from the CONTRACTOR'S failure to report inaccuracies in the plans or survey data furnished by the PROGRAM.

Notify CONTRACTOR'S surveyor sufficiently in advance of operations (minimum of 48 HRS) to allow completion of surveying for assignment of personnel and for scheduled completion of survey.

#### CONTRACTOR'S Survey Qualifications:

Conducted by personnel who are trained and experienced in construction layout and staking of the type and kind required in the Contract.

Work will be conducted under the direction of a registered Professional or registered Land Surveyor.

It is recommended that the crew chief to be NSPS - CST or NICET

Certified Level III or a registered Land Surveyor.

It is recommended that 50 percent of the survey crew be NSPS - CST or NICET Certified Level II.

Definitions:

**CONTRACTOR'S Surveyor:** An independent professional surveying firm or service hired by Contractor to perform construction surveying as provided in the Contract Documents.

Name and qualifications of the CONTRACTOR'S Surveyor are to be presented in the Contractor's list of subcontractors.

**Owner's Surveyor:** An independent professional surveying firm hired by Owner.

Survey for Line and Grade:

Contractor's Surveyor to:

Provide and maintain weekly, centerline stakes at 100 FT stations.

Install slope stakes at the berm and seepage berm toe, at a minimum, at 100-FT stations. Slope stakes (cut stakes) on the outside of the overflow spillway and inspection trench shall have intermediate stakes placed between the 50 FT stations.

During the installation of the toe drains, survey shall record sufficient elevations and stations to plot lines and grades. Horizontal coordinates or offset distances orthogonal to the berm centerline shall be recorded at all points of intersection (PIs) along the centerline of the drain pipe.

Finish staking (hubs) shall be done when the earthwork is being completed and shall, as a minimum, be at all changes in grade normal and parallel to the centerline of the structure being staked. Finish stakes on all earthfill structures shall be placed at a maximum of 50 FT intervals.

Finish stakes (hubs) or off-set stakes shall be referenced to provide planned alignment and elevations for water level flume control structures. A stake shall be referenced at the upstream and downstream ends.

Finish stakes (hubs) in overflow spillways shall be placed on 30 FT intervals as measured along centerline, and at each change in grade along the profile. Stakes shall be placed normal to the centerline on the inside and outside

edges of the bottom, with intermediate rows if the distance between rows exceeds 50 FT. Staking for the overflow spillway finish grade shall be done prior to placement of topdressing to verify sufficient undercut. Notes shall reflect both undercut elevations as well as finish grade elevations.

Final cross sections of earthfill shall be taken after finish operations are completed to determine compliance. The minimum number of sections to be taken shall be the length of the structure (centerline) in feet divided by 200.

#### 16. PROJECT LAYOUT AND CONTROLS

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

#### 17. PROJECT TAX PAYMENT DOCUMENTATION

The PROGRAM is responsible for documentation of taxes paid on materials purchased by the CONTRACTOR for this project. Copies of invoices showing taxes paid for materials used to construct this project must be submitted to the PROGRAM.

#### 18. 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)

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

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

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

Kevin Werbylo, Engineer  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Ave., Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [werbylok@headwaterscorp.com](mailto:werbylok@headwaterscorp.com)

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

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

**END OF SPECIAL PROVISIONS**

**SECTION 01270ADM1**  
**MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Defines how work items are measured and paid for on Unit Price Contracts. These items include unit price, lump sum price, and allowance payment items.
  - 2. In the case of conflict between this Section and the measurement methods specified in the individual Technical Specification Sections, the measurement methods in Technical Specification Sections shall govern.
  - 3. Receive payment for work after it is installed. Payment for material on hand can only be paid for if allowed by the Agreement, the General and/or Special Conditions.
  - 4. Partial payment may be requested for items partially installed when agreed to by the Owner.
- B. Related Specification Sections include but are not necessarily limited to:
  - 1. Division 00 - Procurement and Contracting Requirements.
  - 2. Division 01 - General Requirements.
  - 3. Applications for Payment requirements are included in Specification Section 01060 - Special Conditions.

**1.2 UNIT PRICE ITEMS**

- A. Quantity and measurement estimates stated in the Bid Form are estimates for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Engineer.
- B. Unless otherwise stated in the Contract Documents, the bid unit prices shall be in effect throughout the contract duration. When the variance between the estimated quantities and the actual installed quantities is more than 25 PCT, the Contractor or the Owner may negotiate a change to the Unit Price. That change will be made in accordance with the Change Order process as defined in the Contract Documents.
- C. Except as defined above, make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amounts of work actually completed, or materials or equipment furnished, and the estimated quantities.
- D. The Owner can only pay for quantities that exceed the estimated quantities so long as the total payments to the Contractor do not exceed the Contract Price. If the added quantities will result in payments that exceed the Contract Price, a Change Order will need to be executed before payment can be made for the added quantities.
- E. Assist Engineer by providing necessary equipment, workers, and survey personnel as required to measure quantities.
- F. Unless stated in the Contract Documents, measured quantities shall be rounded to the nearest whole integer.
- G. Measurement:
  - 1. Measurement for progress payment shall be made by, or approved by, the Engineer based on the quantities provided in the plan documents. The actual quantities installed can be adjusted for corrections to previous calculations, incomplete elements or components if agreed to in advance and in writing by the Engineer.
  - 2. Unless otherwise provided for in the Contract Documents, unit price items are all inclusive of all related work, direct and indirect costs, to provide a complete and functional item.

3. The final measurement shall be based on quantities provided in the plan documents and agreed to by the Contractor and the Engineer. Quantities can be adjusted (increased or decreased) based on a final calculation of quantities by the Engineer and Contractor.

H. Payment:

1. Progress payments shall be in accordance with the Contract Documents based on estimated quantities installed paid at the bid unit price.
2. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

**1.3 LUMP SUM ITEMS**

- A. Progress payments for Lump Sum items in the Bid Schedule will be based on the breakdown prepared by the Contractor and approved by the Engineer and Owner before acceptance of the Application for Payment for the Lump Sum item.
- B. Lump Sum payment will be for the entire item as specified and as indicated in the Contract Documents. Payment for all bid items indicated as Lump Sums shall include the cost of all labor, materials, equipment and incidentals necessary to furnish, install, clean, test, and place each bid item into operation; including permitting, general conditions, overhead and profit.

**1.4 APPLICATION FOR PAYMENT**

- A. Provide a Summary Sheets and breakdown sheets equivalent to those of EJCDC document C-620, Contractor's Application for Payment forms.

**PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

**PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

**PART 4 - MEASUREMENT AND PAYMENT**

**4.1 BID ITEM 1 MOBILIZATION/DEMOBILIZATION**

- A. This item includes the performance of construction preparatory operations, construction staking of the project features and other items needed to build the project, movement of personnel, equipment, and materials to and from the Project Site, payment of performance bond, payment bond and other insurance premium, for the establishment and subsequent removal of the Contractor's office and other facilities necessary to begin and sustain work. Construction Survey, Quality Control Testing and Protection of Existing Monitoring wells and raise well as required above finish grade. At the competition of work, restore all areas disturbed to the same conditions or better as existed prior to commencement of mobilization.
- B. Basis for Payment:
  1. Lump Sum. Payment will be made in two installments. The first payment of 50 PCT of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and the initiation of construction work. The second and final payment will be made on the estimate following the substantial completion of the Work.
  2. The lump sum price bid for mobilization/demobilization shall not exceed 10 PCT of the total contract bid amount less the bid price for mobilization/demobilization and no payment in excess of 10 PCT of the total contract bid amount less the bid for mobilization/demobilization will be made for this item.

**4.2 BID ITEM 2 EROSION AND SEDIMENT CONTROL**

- A. The Contract unit price shall be full compensation for any required work for installation, maintenance, recordkeeping, temporary seeding and removal of sediment and erosion control practices as shown on the Contract Documents.

- B. Method of Measurement: Lump Sum.
- C. Basis for Payment: Per Lump Sum (LS).

**4.3 BID ITEM 3 CLEARING AND GRUBBING**

- A. The Contract unit price shall be full compensation for any required work necessary for clearing, grubbing including but not limited to: Disposing of all vegetation and debris (including earthen materials incidentally removed with vegetation and debris), removing structures and obstructions located within the limits shown on the Drawings or designated by the Engineer, except such objects as are designated to remain in place or are to be removed in accordance with sections of these Specifications. The works shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.
- B. Method of Measurement:
  - 1. Acres, based on the plan quantity shown and items described in the Contract Documents.
- C. Basis for Payment: Per Acre.

**4.4 BID ITEM 4 STRIP, STOCKPILE AND REPLACE TOPSOIL**

- A. The Contract unit price shall be full compensation for any required work to strip topsoil within limits of borrow areas and areas to be excavated or backfilled such as swales, berms, seepage management berms, interior berms, inlet and outlet channels. Placing and protecting topsoil in temporary stockpiles at on-site upland locations. Replacing and topsoil within limits of borrow areas and areas to be excavated or backfilled such as swales, berms, seepage management berms, and interior berms to depths and finish grades shown and described in the Contract Documents.
- B. Method of Measurement:
  - 1. Cubic Yards, based plan quantity of surface removed to a 6 IN depth for excavation of borrow areas and internal swales and under the footprint extents of the berm and overflow spillway embankments line and grades as shown on the Contract Documents.
- C. Basis for Payment: Per Cubic Yard (CY).

**4.5 BID ITEM 5 BERM EMBANKMENT**

- A. The Contract unit price shall be full compensation for any required work necessary for constructing berms and interior berms including but not limited to: Diverting water, dewatering, excavating the borrow sites, excavating interior swales, constructing temporary water crossing(s), excavation of the observation trench, subgrade preparation, construction of the overflow spillway, over-excavation, and placement and compaction of suitable berm fill material, including quality control testing of compacted materials.
- B. Method of Measurement:
  - 1. Cubic Yards, based on plan quantity for line, grade, and sections for berms and interior berms as shown in the Contract Documents.
- C. Basis for Payment: Per Cubic Yard (CY).

**4.6 BID ITEM 6 SEEPAGE BERM EMBANKMENT**

- A. The Contract unit price shall be full compensation for the work necessary for constructing seepage berms including but not limited to: Diverting water, dewatering, selecting one or more onsite material borrow locations, removing and replacing overburden from the borrow sites, excavating seepage berm material, constructing temporary water crossing(s), subgrade preparation, over-excavation, excavating, and placement and compaction of seepage berm fill material.
- B. Method of Measurement:
  - 1. Cubic Yards, based on plan quantity for line, grade, and sections for seepage berm fill as shown on the Contract Documents.
- C. Basis for Payment: Per Cubic Yard (CY).

#### **4.7 BID ITEM 7 TOE DRAIN SYSTEM**

- A. The Contract unit price shall be full compensation for the work necessary to install the toe drain system including but not limited to: Record clay blanket depth in the observation trench, excavate, provide and install sight wells, perforated pipe with sock, fittings, caps, locks, and non-perforated pipe necessary to assemble cleanouts and install cleanouts at 300 FT spacing, end caps, concrete pads and marker posts at each cleanout, and refilling and compacting trench.
- B. Method of Measurement: Lump Sum.
- C. Basis for Payment: Per Lumps Sum (LS).

#### **4.8 BID ITEM 8 WATER LEVEL CONTROL FLUME STRUCTURES**

- A. The Contract unit price shall be full compensation for the work necessary to, divert water, dewater, excavate the structure pad footing, provide and place filter sand from onsite source, subdrain piping, fittings and sight wells, concrete, steel reinforcing, railing, self-contained solar powered motorized flume gate, and compact backfill for construction of each water level control structure, including quality control testing of concrete materials.
- B. Method of Measurement: Each, as shown on the Contract Documents.
- C. Basis for Payment: Per Each (EA).

#### **4.9 BID ITEM 9 IN-LINE WATER LEVEL CONTROL**

- A. The Contract unit price shall be full compensation for the work necessary to divert water, dewater, excavate, install the in-line water level control structure and 24 IN DIA corrugated metal pipe culverts, and compact backfill for construction of each in-line water level control.
- B. Method of Measurement: Each, as shown on the Contract Documents.
- C. Basis for Payment: Per Each (EA).

#### **4.10 BID ITEM 10 RIPRAP**

- A. The Contract unit price shall be full compensation for the work necessary to excavate, prepare subgrade, install the rock riprap, aggregate bedding, and geotextile fabric at outlet of the overflow spillways, outlet channels, aprons, and low water crossings as shown on the Contract Documents. Aggregate bedding and geotextile fabric materials, excavation, and installation are subsidiary to riprap.
- B. Method of Measurement:
  - 1. Cubic Yard, based on plan quantity for surface area and riprap depth shown on the Contract Documents.
- C. Basis of Payment: Per Cubic Yard (CY).

#### **4.11 BID ITEM 11 CRUSHED ROCK SURFACING**

- A. The Contract unit price shall be full compensation for the work necessary to install crushed rock surfacing at the maintenance route over the outlet of the overflow spillway riprap barrier and low water crossings and to excavate, prepare subgrade, and install crushed rock surfacing and geotextile at the maintenance road locations shown on the Contract Documents.
- B. Method of Measurement:
  - 1. Cubic Yard, based on plan quantity of surface area and thickness of crushed rock surfacing shown on the Contract Documents.
- C. Basis of Payment: Per Cubic Yard (CY).



**4.12 BID ITEM 12 ROAD DITCH DRAINAGE CONTROLS**

- A. The Contract unit price shall be full compensation for the work necessary to remove and stockpile surfacing materials, excavate and backfill, remove and replace existing county road CMP culvert, install CMP culverts with flap gates, and construct embankment to support the outlet channel riprap, as shown on the Contract Documents, including quality control testing of compacted materials.
- B. Method of Measurement: Lump Sum.
- C. Basis of Payment: Per Lump Sum (LS).

**4.13 BID ITEM 13 INTERNAL DRAINAGE CULVERTS**

- A. The contract unit price shall be full compensation for the work necessary to install CMP culverts and one canal gate on one culvert as shown on the Contract Documents, including quality control testing of compacted materials.
- B. Method of Measurement: Lump Sum.
- C. Basis of Payment: Per Lump Sum (LS).

**4.14 BID ITEM 14 SEEDING AND MULCHING**

- A. The Contract unit price shall be full compensation for preparation of the seedbed, seed, fertilizer, mulch and seed mixtures for borrow areas, overflow spillways, berms, seepage berms, internal drains, internal berms, and a 20 FT wide vegetated buffer at the upstream toe of berms and at the downstream toe of the berms or seepage berms.
- B. Method of Measurement:
  - 1. Acres, based on plan quantity of area seeded and mulched to the nearest 0.1.
- C. Basis for Payment: Per Acre.

**4.15 BID ITEM 15 WATER SUPPLY PIPELINE SYSTEM**

- A. The Contract unit price shall be full compensation for the work necessary to install water mains, fittings, meter pits/vaults, valves, electrical and powers systems, trench excavation, dewatering, energy dissipaters, erosion control, and compaction of backfill.
- B. Method of Measurement: Lump Sum.
- C. Basis for Payment: Per Lump Sum.

**END OF SECTION**

10057849

Platte River Recovery Implementation Program  
Cottonwood Ranch Broad-Scale Recharge -  
MEASUREMENT AND PAYMENT  
01270ADM1 - 6