



# **PROJECT MANUAL**

for

**P21-006**

## **CHAPMAN COMPLEX HABITAT ENHANCEMENT**

Phillips, Nebraska

Advertising Date

06/07/2021

Closing Date

07/02/2021

Owner:

**Nebraska Community Foundation**

**4111 4<sup>th</sup> Ave, Suite 6**

**Kearney, NE 68845**

**(308) 237-5728**

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## ADVERTISEMENT FOR BIDS

The Nebraska Community Foundation, Inc. (Foundation) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (Program) will receive sealed bids for the **P21-006 Chapman Complex Habitat Enhancement** near Phillips, Nebraska. These activities are generally described as follows:

Clearing & grubbing all vegetation on in channel river islands and clearing & grubbing only woody vegetation on accretion ground. Project includes tree clearing, burning and burying tree piles, smoothing in-channel MCA island, and in channel cross disking.

Sealed bids will be received at the office of the Platte River Implementation Program located at the following address:

Platte River Recovery Implementation Program  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845

All bids must be mailed, or hand delivered to the Program Office no later than **1:00 PM Central Time on Friday, July 2, 2021**. The bids will then be opened and read aloud at that time. All bids shall be submitted in accordance with and on the forms included in the Project Manual.

Contract Documents, including proposal bid forms, drawings and Project Manual, have been placed on file and may be examined at the Program Office. Electronic copies of the Contract Documents can be obtained by email from the Point of Contact identified below:

**Tim R. Tunnell**  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
***tunnelt@headwaterscorp.com***

A **MANDATORY PRE-BID CONFERENCE** will be held on **Thursday, June 24, 2021 at 1:00 PM CT** and will be held on-site. Meet at site access gate entrance off County Road E, 2.5 miles North of Highway 34 at Phillips, NE in NW Hamilton County.

Each bidder must include a bid security with the bid (in the amount of 10% of the total bid price), payable to the Nebraska Community Foundation, in accordance with the Instructions to Bidders. Bid bonds and cashier's checks are acceptable forms of bid security.

No bidder may withdraw its bid after the scheduled time of the bid opening. Bids are to remain open for 60 days after the bid opening.

The Program reserves the right to reject any and all bids or parts thereof, and to waive any irregularities of any bid. The Program also reserves the right to award the contract to such responsible bidders as may be determined by the Program.

**END OF SECTION 00010**

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS  
**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

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1.0 DEFINED TERMS.

The term "BIDDER" means one who submits a Bid directly to the OWNER, as distinct from a sub-BIDDER, who submits a bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified, responsible, and responsive BIDDER to whom the OWNER (on the basis of the OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, Statement of Qualifications, Anticipated Subcontractors, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

In this section on "Instructions to Bidders", the term BIDDER is used to describe a prospective CONTRACTOR. When the term BIDDER is used, it refers to the company that could become the CONTRACTOR; therefore, all requirements of the CONTRACTOR also pertain to the BIDDER, and vice versa.

The OWNER is the Nebraska Community Foundation, Inc. (FOUNDATION) of Lincoln, Nebraska representing all signatories to the Platte River Recovery Implementation Program (PROGRAM). The OWNER shall be responsible for the financial aspects of this construction contract. The technical aspects of the construction contract will be the responsibility of the ENGINEER. The ENGINEER for the construction contract is defined as the Office of the Executive Director of the PROGRAM.

2.0 COPIES OF BIDDING DOCUMENTS.

- 2.1 Complete sets of the Bidding Documents may be obtained as stated in the "Advertisement for Bids".
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither the OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work, and do not confer a license or grant for any other use.

3.0 QUALIFICATIONS OF BIDDERS.

A BIDDER must submit a D-U-N-S number. Otherwise, BID is considered incomplete and will not be accepted. If a BIDDER has not previously completed and submitted a PROGRAM Contractor Prequalification packet, each BIDDER must do so prior to submittal of a bid. Prequalification packets are available on the PROGRAM's website ([www.platteriverprogram.org](http://www.platteriverprogram.org)).

4.0 LIST OF SUBCONTRACTORS.

Each BIDDER shall submit a list of probable subcontractors on the bid form.

Prior to the award of Contract, the OWNER shall notify the BIDDER if the OWNER, after due investigation, has reasonable objection to any Subcontractor listed and does not accept him. Acceptance of any or all listed Subcontractors by the OWNER does not relieve the CONTRACTOR from any responsibility for its Subcontractors.

#### 5.0 BIDDER INQUIRIES.

All questions regarding the Bid Documents shall be addressed to the ENGINEER in writing (email acceptable). Inquiries shall be directed to:

**Tim R. Tunnell**  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
***tunnellt@headwaterscorp.com***

No questions regarding the Bid Documents will be officially answered by phone. All questions shall be answered in writing and provided to all BIDDERS that attended the site showing. Questions submitted after **June 30, 2021**, will not be answered. Official answers to all questions will be in writing and posted online by end of the day on **June 30, 2021**.

#### 6.0 PRE-BID CONFERENCE AND SITE SHOWING.

To assist BIDDERS with the development of a bid price, the ENGINEER will conduct a Site Showing at the location of the construction project. **Attendance at the Site Showing is mandatory for the submission of a bid. Bids received from BIDDERS who did not attend the Site Showing will not be accepted. BIDDERS must be on time for the Site Showing and must remain until such time that the Site Showing is completed.**

Interested BIDDERS shall meet for the Site Showing, held at the project site, on **Thursday, June 24, 2021, at 1:00 PM CT**. Meet at site access gate entrance off County Road E, 2.5 miles North of Highway 34 at Phillips, NE in NE Hamilton County.

#### 7.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

7.1 It is the responsibility of each BIDDER, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate BIDDER's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.

- 7.2 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the site, is based upon information and data furnished to the ENGINEER by owners of such Underground Facilities or others, and the ENGINEER does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.
- 7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents, due to differing conditions, appear in the Contract.
- 7.4 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the CONTRACTOR in performing the Work, are identified in the Contract Documents. All additional lands, and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR.
- 7.5 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that the BIDDER has complied with every requirement of this Article 7, and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## 8.0 INTERPRETATIONS AND ADDENDA.

- 8.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Bidding Documents. Questions received within five days prior to the date for opening of Bids will normally not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.2 Addenda may also be issued to modify the Bidding Documents, as deemed advisable by the OWNER or ENGINEER.

## 9.0 BID SECURITY.

- 9.1 Each BIDDER must deposit bid security with the bid, payable to the OWNER, which deposit shall be one of the following:
1. Certified check, cashier's check or draft drawn on a State or National Bank in the amount of ten percent (10%) of the total bid.

2. Bid Bond must be presented on a standard AIA form or in a manner consistent with the bonding regulations in the State of Nebraska. Bid Bond must be in the amount of ten percent (10%) of the total bid.
- 9.2 The Bid Security of the successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award, and the Bid Security of that BIDDER will be forfeited. The Bid Security of the two other lowest bidders whom the OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh day after the effective date of the Agreement, or the sixty-first (61st) day after the Bid Opening, where upon Bid Security furnished by such Bidders will be returned. Bid Security, with Bids which are not competitive, will be returned within seven days after the Bid Opening.

#### 10.0 CONTRACT TIME.

Due to the nature of the work, BIDDERS must be prepared to complete the work within the time frames contained in the Contract Documents.

#### 11.0 LIQUIDATED DAMAGES.

Provisions for liquidated damages are set forth in the Contract Documents.

#### 12.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. A substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR, if acceptable to the ENGINEER. Application for such acceptance shall be handled through the Change Order process and will not be considered by the ENGINEER until after the effective date of the Agreement.

#### 13.0 SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

- 13.1 If requested by the ENGINEER, the BIDDER shall provide information on the qualifications, experience and financial or other data of any Subcontractors proposed on this project. If ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, they may, before the Notice of Award is given, require the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If apparent Successful BIDDER declines to make any such substitution, OWNER may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any BIDDER. Any Subcontractor, Supplier, or other person or organization listed and to whom the OWNER or ENGINEER does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the OWNER and ENGINEER, subject to revocation of such acceptance after the



Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 13.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

#### 14.0 BID FORM.

- 14.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER. Bids must be submitted on the forms provided.
- 14.2 All blanks on the Bid Form must be completed in ink or by typewriter. The Bidder must include both unit prices and extended prices. In case of a difference between the unit price and the extended price, the unit price shall be used in computing the total amount of the bid. In case of a difference between the total bid price and the sum of the extended prices, the sum of the extended prices shall govern.
- 14.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 14.5 All names must be typed or printed below the signature.
- 14.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 14.7 The address, telephone and fax numbers for communications regarding the Bid must be shown.
- 14.8 Work included in each Bid Item is as covered in the discussion on Measurement and Payment in Section 01150 of Division 1-General Requirements and each applicable section of the Construction Specifications.

#### 15.0 BID SUBMITTAL

Contractors shall submit sealed proposals to the Platte River Recovery Implementation Program Office located at the following address:

**Platte River Recovery Implementation Program  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845.**

Bids will be placed in a sealed envelope marked “**P21-006: Chapman Complex Habitat Enhancement**” and must include the Contractors name, contact person, address and

phone number clearly visible on the exterior of the envelope.

All bids must be submitted on the Bid Form provided in this document and accompanied by the Bid Security and other required documents. Bid Forms must include an original signature(s). Unsigned Bid Forms or bids not provided on the Bid Form will be automatically rejected.

All bids must be mailed, or hand delivered to the PROGRAM Office no later than **1:00 PM Central Time on Friday, July 2, 2021**. Faxed bids will not be accepted.

#### 16.0 MODIFICATION AND WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the time of opening of Bids, as called for in the Advertisement for Bids. No BIDDER may withdraw his Bid for a period as specified in the Advertisement for Bids after the date and hour set for the opening declared therein.

#### 17.0 OPENING OF BIDS.

Bids will be opened and read aloud publicly. An abstract of the amounts of the Bids will be made available to BIDDERS within one week after the opening of Bids.

#### 18.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for sixty days (60) after the day of the Bid Opening, but the OWNER may, in its sole discretion, release any Bid, and return the Bid Security prior to that date.

#### 19.0 AWARD OF CONTRACT.

19.1 The PROGRAM reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, to negotiate contract terms with the successful BIDDER, and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the PROGRAM reserves the right to reject the Bid of any BIDDER if the PROGRAM believes that it would not be in the best interest of the project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the PROGRAM. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures, and the correct sum thereof, will be resolved in favor of the correct sum.

19.2 In evaluating Bids, the PROGRAM will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form, or prior to the Notice of Award.

- 19.3 PROGRAM may conduct such investigations as the OWNER deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the PROGRAM's satisfaction within the prescribed time. The PROGRAM may also use previous experience with the BIDDER in evaluating qualifications.
- 19.4 If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive BIDDER, whose evaluation by the PROGRAM indicates to PROGRAM that the award will be in the best interests of the Project.

#### 20.0 CONTRACT SECURITY.

The successful BIDDER shall be required to furnish a contract performance bond, and a labor and materials payment bond, each in the amount of one hundred percent (100%) of the contract price as originally bid or subsequently modified. The surety company shall be authorized to do business in the State of Nebraska. The cost of the bonds shall be included in the Contractor's Bid Proposal. When the successful BIDDER delivers the executed Contract to the OWNER, it must be accompanied by the required Construction Performance Bond and Construction Payment Bond.

#### 21.0 INSURANCE CERTIFICATES.

The successful BIDDER shall be required to furnish Insurance Certificates with the executed Contract.

#### 22.0 SIGNING OF CONTRACT.

When the PROGRAM gives a Notice of Award to the successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) days thereafter, the CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to the PROGRAM with the required Bonds. Within ten days thereafter, the PROGRAM shall deliver one fully signed counterpart to the CONTRACTOR. No contract shall be considered as effective until it has been fully executed by all parties.

If the BIDDER to whom the Notice of Award is given does not properly execute the Contract within the time allowed, the PROGRAM may withdraw the Notice of Award, and the BIDDER will forfeit his Bid Security.

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with the Work shall be given by the PROGRAM to the CONTRACTOR. The Contract Time will commence to run with the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the Contract.

#### 23.0 SALES AND USE TAXES.

The CONTRACTOR must pay all State Sales and Use Tax on materials and equipment to be incorporated in the Work.

24.0 RETAINAGE.

Provisions concerning retainage are set forth in the Contract.

25.0 STATE LAWS AND REGULATIONS.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

**END OF SECTION 00100**

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS  
**SECTION 00300 - BID FORM**

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Project Identification: **P21-006: Chapman Complex Habitat Enhancement.**

This Bid is submitted to:

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM  
4111 4<sup>th</sup> Avenue, Suite 6  
KEARNEY, NEBRASKA 68845

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER, in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Advertisement for Bids, and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid Opening. The BIDDER will sign and submit the Agreement with the Construction Performance Bond and Payment Bond, and other documents required by the Bidding Requirements, within ten days after the date of the Notice of Award.
3. In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents, and of the following Addenda (receipt of all which is hereby acknowledged):

NUMBER	DATE
_____	_____
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, work site, locality, and all local conditions, regulations and permits, local laws or ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) BIDDER has given the ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to the BIDDER.
  - (d) This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the BIDDER has not directly or indirectly induced or solicited

any other BIDDER to submit a false or sham Bid; the BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and the BIDDER has not sought, by collusion, to obtain for itself any advantage over any other BIDDER or over the OWNER.

4. The BIDDER agrees to perform all the Work described in the Contract Documents and on the following Bid Schedule.
5. The BIDDER hereby agrees to accept an award of a contract for the Bid Schedule as determined under Section 00100, paragraph 19.
6. The BIDDER agrees that the unit prices shall govern in checking the bid and should a discrepancy exist in the sum of extended prices and Total Amount of Bid after extensions are checked and corrections made, if any, the sum of extended prices shall be used in considering the award of this Contract.
7. The BIDDER will complete the Work for the following unit or lump sum prices(s).
- 8.

**BID SCHEDULE**

Item	Work	Est. Quantity	Unit	Unit Price	Bid Price
1	Mobilization and Demobilization	1	LS	\$	\$
2	Clearing and Grubbing All Vegetation	74	AC	\$	\$
3	Clearing and Grubbing Woody Vegetation Only	66	AC	\$	\$
4	Burning and Burying Tree Piles/ Stumps	1	LS	\$	\$
5	In channel cross disking	110	AC	\$	\$

**Total Amount of Bid \$** \_\_\_\_\_

8. The BIDDER understands that the OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any proposal in the interest of the OWNER. If an

award is made, it will be made to the lowest bidder that is determined qualified and responsible at the sole discretion of the OWNER.

9. BIDDER agrees that the Work, **P21-006: Chapman Complex Habitat Enhancement** will be substantially complete no later than **September 30, 2021**. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.
10. The following documents are attached to and made a condition of this bid:
  - (a) Required Bid Security in the form of \_\_\_\_\_.
11. Communications concerning this Bid shall be addressed to:  
Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_
12. The terms used in this Bid, which are defined in the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the Construction Contract.
13. Affirm that the BIDDER is NOT on the federal suspended and disbarred list, and provide Dun & Bradstreet (D-U-N-S) number: Initial: \_\_\_\_\_ D-U-N-S #: \_\_\_\_\_

SUBMITTED ON \_\_\_\_\_, 20\_\_

BY \_\_\_\_\_  
Company Name (Individual, Partnership, Corporation, or Joint Venture)

\_\_\_\_\_  
(State of Residency)

BY \_\_\_\_\_  
(Name of Person Authorized to Sign) (Signature and Printed) (Corporate Seal If Applicable)

\_\_\_\_\_  
(Title)

Attest \_\_\_\_\_  
(If Corporation)

BIDDER Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contactor's State License No. (If applicable): \_\_\_\_\_

### ANTICIPATED SUBCONTRACTORS

1. Type of Work to be Sublet

\_\_\_\_\_

Approximate Dollar Amount of Subcontract \$ \_\_\_\_\_

Probable Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

2. Type of Work to be Sublet \_\_\_\_\_

\_\_\_\_\_

Approximate Dollar Amount of Subcontract \$ \_\_\_\_\_

Probable Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

3. Type of Work to be Sublet \_\_\_\_\_

Approximate Dollar Amount of Subcontract \$ \_\_\_\_\_

Probable Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

SUBCONTRACTOR approval: Prior to the award of Contract, the OWNER shall notify the BIDDER if the OWNER, after due investigation, has reasonable objection to any Subcontractor listed and does not accept him. Acceptance of any or all listed Subcontractors by the OWNER does not relieve the CONTRACTOR from any responsibility for its Subcontractors.



PREVIOUS EXPERIENCE OF BIDDER

SIMILAR PROJECTS COMPLETED (List at least three)

1. DATE \_\_\_\_\_ VALUE \_\_\_\_\_

Name of Project, Address, Type of Improvement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Phone of Owner \_\_\_\_\_

Name/Phone of Engineer \_\_\_\_\_

2. DATE \_\_\_\_\_ VALUE \_\_\_\_\_

Name of Project, Address, Type of Improvement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Phone of Owner \_\_\_\_\_

Name/Phone of Engineer \_\_\_\_\_

3. DATE \_\_\_\_\_ VALUE \_\_\_\_\_

Name of Project, Address, Type of Improvement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Phone of Owner \_\_\_\_\_

Name/Phone of Engineer \_\_\_\_\_

SIMILAR PROJECTS UNDER CONTRACT (List at least one)

DATE \_\_\_\_\_ VALUE \_\_\_\_\_

Name of Project, Address, Type of Improvement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Phone of Owner \_\_\_\_\_

Name/Phone of Engineer \_\_\_\_\_

**END OF SECTION 00300**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



Issued and Published Jointly by



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# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between NEBRASKA COMMUNITY FOUNDATION, INC. (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **P21-006: Chapman Complex Habitat Enhancement which includes clearing and grubbing all vegetation on in-channel islands and clearing and grubbing woody vegetation only on accretion ground. Project includes tree clearing, burning, burying tree piles, and disking/smoothing.**
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located 2.5 miles North of Phillips, NE on County Road E in NW Hamilton County.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

## 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Specifications listed in the Table of Contents.
  - 5. Drawings as listed on the Drawing Sheet Index.
  - 6. Addenda.
  - 7. Exhibits to this Contract (enumerated as follows):
    - a. Exhibit 1 – Certification Regarding Lobbying
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Work Change Directives (EJCDC C-940).
    - b. Change Orders (EJCDC C-941).
    - c. Field Orders.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Project is Headwaters Corporation serving as the Executive Director's Office of the Platte River Recovery Implementation Program. Notwithstanding anything to the contrary herein, the Engineer shall be the Owner's representative during construction, and is authorized to act on the Owner's behalf in connection with administration of this Contract. Additionally, notwithstanding the use of the term "Engineer" throughout this Contract, the parties acknowledge that development of the description of the Work as set forth in the Contract Documents may not have required, nor been developed as the result of, the "practice of engineering" as defined under the laws of the state of Nebraska.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed on or before **September 30, 2021** and completed and ready for final payment on or before **[October 30, 2021]**.

### 4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor’s Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor’s subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization and Demobilization	LS	1		
2	Tree Clearing and Grubbing All Vegetation	AC	74		
3	Clearing and Grubbing Woody Vegetation Only	AC	66		
4	Burning and Burying Tree Piles/ Stumps	LS	1		
5	In channel Cross Disking	AC	110		
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$</b>

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers’ Compensation:

State:	Statutory
Employer’s Liability:	
“Stop Gap” Bodily Injury, each Accident	\$ 500,000

- b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

- c. Automobile Liability:

Each Occurrence:	\$ 1,000,000
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- d. Excess or Umbrella Liability:

Per Occurrence	\$ 2,000,000
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- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.



- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, and umbrella or excess liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
  - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

### 7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

### 7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

### 7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

### 7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

### 7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### 7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### 9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

### **13.02 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

### **14.01 Progress Payments**

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.



#### 14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.03 Retainage

- A. The Owner shall retain **10** % of each progress payment until the Work is substantially complete.

#### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

## **ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

### **16.01 Contractor Representations**

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

### **17.06 Controlling Law**

- A. This Contract is to be governed by the law of the state in which the Project is located.

## **ARTICLE 18 - SPECIAL PROVISIONS**

### **18.01 Hours of Work**

- A. 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.
- B. 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 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 at a location more than 0.25 miles from, or visually screened, from the channel.

## 18.02 Contacts

### Administrative Point of Contact (Foundation):

Diane M. Wilson  
Chief Financial and Administrative Officer  
Nebraska Community Foundation  
PO Box 83107  
Lincoln, Nebraska 68501-3107  
Phone: (402) 323-7330  
Fax: (402) 323-7349  
Email: [dwilson@nebcommfound.org](mailto:dwilson@nebcommfound.org)

### Technical Point of Contact (Program):

Tim R. 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](mailto:tunnelt@headwaterscorp.com)

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

Jason M. Farnsworth, 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: [farnsworthj@headwaterscorp.com](mailto:farnsworthj@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](mailto:barronb@headwaterscorp.com)

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

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

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

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

#### PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte River Recovery Implementation Program, to enter into this contract.

\_\_\_\_\_  
Jason Farnsworth  
Executive Director

\_\_\_\_\_  
Date



**EXHIBIT 1**  
**Certification Regarding Lobbying**

The undersigned certifies, on behalf of Contractor, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Contractor with respect to the federal grant or cooperative agreement under which the Contractor is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**COMPANY (“CONTRACTOR”)**

**By:**

\_\_\_\_\_

Name, Title

\_\_\_\_\_

Date



## **CONSTRUCTION SPECIFICATION CS-01**

### **MOBILIZATION AND DEMOBILIZATION**

#### **1. Description.**

The work shall consist of the mobilization and demobilization of the Contractor's forces and the equipment necessary for performing the work required under the Contract. Mobilization will not be considered as work in fulfilling the contract requirement for commencement of work.

#### **2. Equipment & Materials.**

**2.1** Mobilization shall include all activities and costs for transportation of personnel, equipment and supplies/materials to the site, establishment of offices, buildings and other necessary facilities for the Contractor's operations at the site. It shall also include all work items listed on the Project Construction Drawings as being incidental to site mobilization (or similar language), including construction staking.

**2.2** Demobilization shall include all activities and costs for transportation of personnel, equipment and supplies/materials not used in the Contract, including the disassembly, removal and site cleanup of any offices, buildings or other facilities assembled on the site for the Contract.

**2.3** This work includes mobilization and demobilization required by the Contract at the time of award. If additional mobilization/demobilization is required during the performance of the Contract due to changed, deleted or added items of work, for which the Contractor is entitled to an adjustment in the Contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

**2.3** The Contractor shall be responsible for all required permits for transportation of the Contractor's equipment. All equipment and materials shall be mobilized and demobilized in accordance with all local, state and federal laws related to transportation and safety.

**2.4** Upon completion of the work, the Contractor shall restore all access and work areas to the same condition as prior to the start of the work.

**2.5** The Contractor is responsible for security of the Contractor's equipment while on site.

#### **3. Measurement and Payment.**



**3.3** Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for the completion of the work.

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization & Demobilization	LS



## CONSTRUCTION SPECIFICATION CS-02

### TREE REMOVAL / CLEARING AND GRUBBING

#### 1. Description.

The work under this specification includes providing all labor, materials, tools and equipment necessary for clearing, grubbing and disposing of all vegetation and debris (including earthen materials incidentally removed with vegetation and debris), and removing structures and obstructions located within the limits shown on the Drawings or designated by the Project 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.

#### 2. Protection of Existing Vegetation.

Trees, shrubs, sod and other vegetation designated to remain undisturbed shall be protected from damage throughout the construction period. The Contractor shall be responsible for the repair or replacement of vegetation damaged by the Contractor's operations.

**2.1** Earth fill, stockpiling of materials or vehicle parking shall not be allowed within the area of the drip line of the protected vegetation. Vegetation damaged due to disturbances under the drip line shall be replaced by the Contractor. Replacement vegetation must be of the same species, size and condition unless a substitution is approved by the Contracting Officer.

**2.2** Any superficial damage such as cuts, skins, scrapes or bruises to the bark of protected vegetation shall be carefully trimmed and treated using locally acceptable procedures.

**2.3** Limbs or branches, one half (½ ") inches or greater, which are broken or otherwise severed during construction, shall be cut flush at the base of the limb/branch.

**2.4** Roots, one inch (1") or greater, which are broken or otherwise severed during construction, shall have their ends cut smoothly and perpendicular to the root.

**2.5** Roots exposed during excavation or other operations shall be covered with moist soil as soon as possible to prevent the roots from drying out.



### **3. Delineation of Protected Vegetation**

The limits of the areas to be cleared will be marked by flags, stakes, tree markings or other suitable method. Trees and other vegetation not to be removed will be designated by a different color flag, ribbon or stake.

### **4. Clearing and Grubbing**

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. Unless otherwise specified, all stumps, roots, and root clusters that have a diameter of 1 inch or larger shall be grubbed out to a depth of at least 1 foot below the ground surface. Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable materials. Materials shall be disposed of in accordance with Section 7 of this specification.

**4.1** Vegetation removed along river bank must be cleared and grubbed beginning at water surface and continuing at least 20 feet from bank edge. Bank should be left vertical and free of vegetation.

### **5. Above-Ground Clearing**

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. Materials shall be disposed of in accordance with Section 7 of this specification.

### **6. Invasive Tree Shredding**

Eastern red cedar, Russian olive, false indigo, salt cedar, and willow 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.

### **7. Disposal**

Materials removed during the clearing and grubbing operations will be disposed of by burning and burying. The Contractor is responsible for complying with all applicable local, state or federal regulations when disposing of the materials.



**7.1** Burning shall be conducted under the constant care of competent employees. Burning shall be performed in a manner such that anything designated to remain will not be jeopardized. Burning shall be done in accordance with all applicable laws and ordinances.

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

## **8. Special Conditions:**

**8.1** Any garbage, rubbish, trash or similar items found during clearing, shall be set aside by the contractor and disposed of in an approved solid waste facility. The PROGRAM has not identified any significant presence of such materials at the project location.

**8.2** Removed trees and brush will be stacked into piles located inside of the limits of in-channel clearing and grubbing areas and above-ground tree clearing area a minimum of 100 feet from the bank of the river. 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.

**8.3** Open burning must be conducted in a manner that does not injure trees or shrubs being left in place, create a nuisance, create a hazard to traffic, or cause damage to public or private property. The contractor is responsible for obtaining a burn permit and complying with the conditions or requirements of that permit.

**8.4** The contractor will dispose of debris left after burning by burying in place. The contractor will minimize the bulk of the material and cover it with at least one foot of earth.

**8.5** 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.

**8.6** All standing and downed dead woody vegetation within limits of clearing and grubbing and above-ground tree clearing will be piled and burned and buried along with cleared woody vegetation.

## **9. Measurement and Payment.**

**9.1** No measurement for payment shall be made of any of the work, materials, and equipment required for Tree Clearing, Burning and Burying. The per acre bid price for



clearing and grubbing and per each for burning and burying tree pile bid price shall include all of the Contractor's costs of whatever nature including labor, material, and any incidental work and equipment necessary for Tree Clearing, Burning and Burying.

<u>Pay Item</u>	<u>Pay Unit</u>
Tree Clearing,	AC
Burning and Burying	LS



## CONSTRUCTION SPECIFICATION CS-03

### IN-CHANNEL DISKING

#### 1. Description

In Platte River habitat restoration and enhancement projects, disking may be required in the active channel of the river to remove vegetation that has become established on islands and sand bars.

#### 2. Construction

The in-channel area to be disked shall be as shown on the Project Construction Drawings. Construction shall be as shown in the plan view only.

**2.1** Unless otherwise stated, in-channel disking shall include one pass. In areas of heavy vegetation two passes will be made with the direction of the second pass oriented perpendicular to the first.

**2.2** Implement can be pull behind or 3-point mounted type but shall be able penetrate a minimum depth of 12-inches. Sufficient force must be applied through weight or hydraulics to achieve that depth.

**2.3** The Contractor shall not leave piles of vegetation and/or soil caused by balling up of material during disking. Any piles shall be leveled and smoothed.

**2.4** The Contractor, shall always, conduct their work in full compliance with all OSHA regulations and any other applicable local, state, or federal regulations.

#### 3. Special Conditions

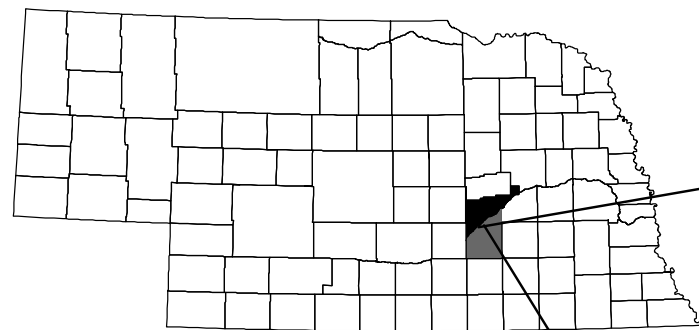
**3.1** Any garbage, rubbish, trash, or similar items found during clearing, shall be set aside by the contractor, and disposed of in an approved solid waste facility. The PROGRAM has not identified any significant presence of such materials at the project location.



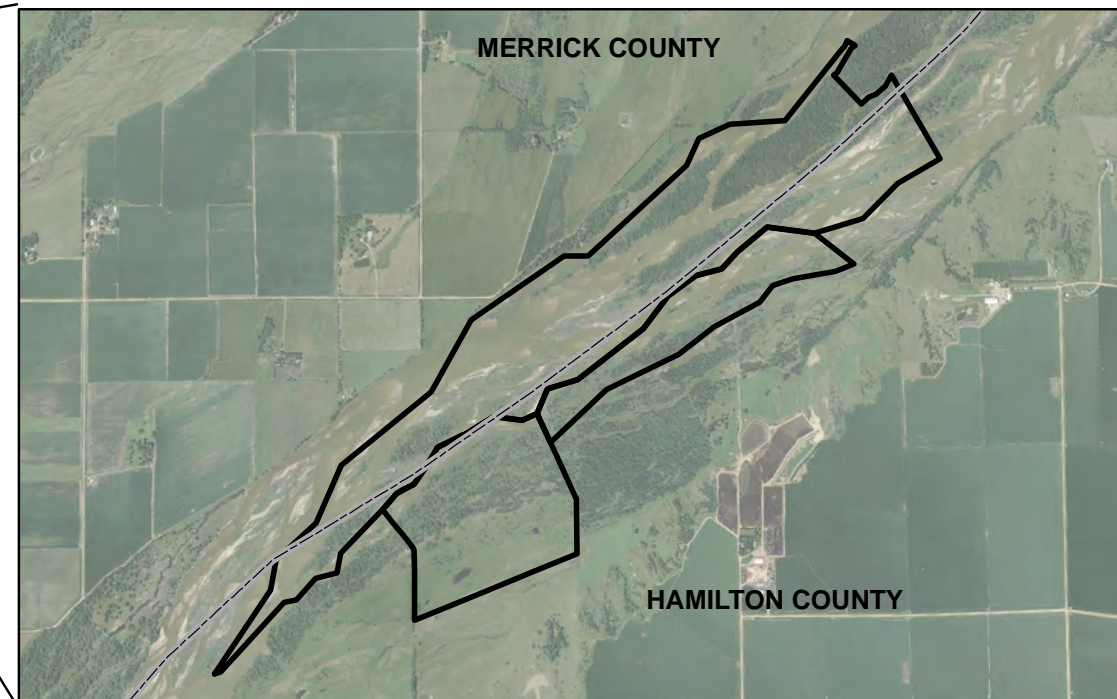
ITEM	DESCRIPTION	UNITS	PRELIM QUANTS	FINAL QUANTS
001	MOBILIZATION	LS	1	
002	CLEAR & GRUB ALL VEG.	AC	74	
003	CLEAR & GRUB WOODY VEG.	AC	66	
004	BURN & BURY TREE PILES	LS	1	
005	CROSS DISKING	AC	110	

## PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

# Chapman Complex 2021 Habitat Enhancement IN HAMILTON & MERRICK COUNTIES, NE



**PROJECT  
LOCATION**



### INDEX

- 1 COVER SHEET
- 2 SITE LAYOUT
- 3 CLEAR & GRUB ISLANDS, MCA ISLAND
- 4 CLEAR & GRUB WOODY VEG., ACCRETION AREA

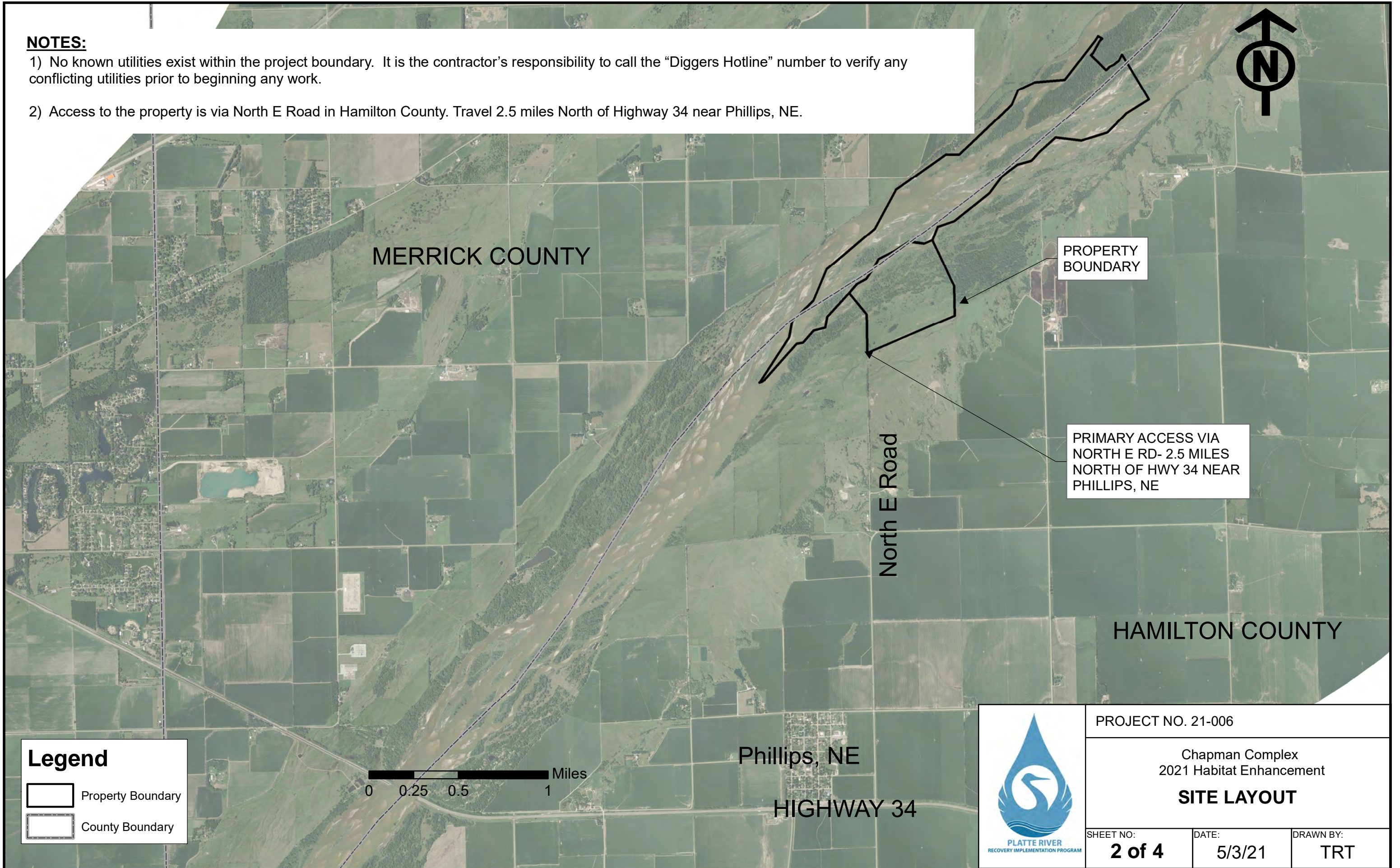
### CAUTION

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. 21-006		
	Chapman Complex 2021 Habitat Enhancement <b>COVER SHEET</b>		
	SHEET NO: <b>1 of 4</b>	DATE: 5/3/21	DRAWN BY: TRT

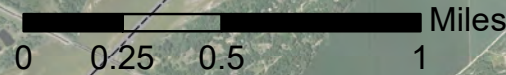
**NOTES:**

- 1) No known utilities exist within the project boundary. It is the contractor's responsibility to call the "Diggers Hotline" number to verify any conflicting utilities prior to beginning any work.
- 2) Access to the property is via North E Road in Hamilton County. Travel 2.5 miles North of Highway 34 near Phillips, NE.



**Legend**

-  Property Boundary
-  County Boundary



PROJECT NO. 21-006		
Chapman Complex 2021 Habitat Enhancement		
<b>SITE LAYOUT</b>		
SHEET NO: <b>2 of 4</b>	DATE: 5/3/21	DRAWN BY: TRT

**NOTES:**

- 1) Clear and grub all vegetation within the limits of the clearing and grubbing area, approximately 74 acres.
- 2) Any merchantable timber may be harvested and removed at the contractors expense. All other cleared material will be placed in piles and burned and buried within the limits of the cleared area except for the MCA managed Island. All woody vegetation from MCA island, including stumps, must be relocated to adjacent clear & grub area for burning and burying. No material may be burned and buried within 100' of a river channel or other wetland feature. Stumps should be removed prior to piling and burning to facilitate a more complete burn and then bury what doesn't burn.
- 3) All vegetation on all island shall be grubbed/ disced or otherwise removed. The MCA island shall be left as completely bare sand and smoothed to waters edge.
- 4) In-channel cross disking within the limits of the in-channel disking area, approximately 110 acres. Areas of dense vegetation (>18 inches) shall be disked twice. The second disking pass shall be perpendicular to the first if possible.
- 5) Any metal debris, old fencing material, or other trash/debris discovered during construction must be removed from site. No debris is currently known or expected.



Clear & grub all vegetation.  
(Approx 3 acres)

Clear & grub all vegetation.  
(Approx 1 acre)

Clear & grub all vegetation.  
(Approx 28 acres)

Clear & grub all vegetation.  
(Approx 2 acres)

Clear & grub all vegetation.  
(Approx 5 acres)

In-channel cross disking  
(Approx 110 acres)

Clear & grub all vegetation.  
(Approx 5 acres)




Clear & grub all vegetation.  
(Approx 13 acres)

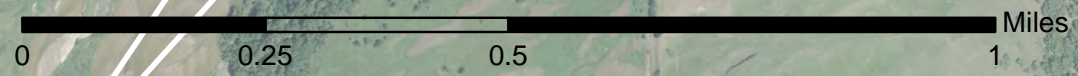
Clear & grub all vegetation.  
(Approx 2 acres)

Clear & grub all vegetation.  
(Approx 14 acres)

Property  
Entrance

**Legend**

-  MCA Island
-  Cross Disking
-  Island Clearing and Grubbing



PROJECT NO. 21-006		
Chapman Complex 2021 Habitat Enhancement <b>CLEAR &amp; GRUB ISLANDS</b> <b>MCA MANAGED ISLAND</b>		
SHEET NO: <b>3 of 4</b>	DATE: <b>5/3/21</b>	DRAWN BY: <b>TRT</b>

**NOTES:**


- 1) Clear and grub woody vegetation only within the limits of the accretion clearing and grubbing area, approximately 66 acres.
- 2) Any merchantable timber may be harvested and removed at the contractors expense. All other cleared material will be placed in piles and burned and buried within the limits of the cleared area . No material may be burned and buried within 100' of a river channel or other wetland feature. Stumps should be removed prior to piling and burning to facilitate a more complete burn and then bury what doesn't burn.
- 3) All woody vegetation shall be cleared & grubbed or otherwise removed. Any grassland, wetland vegetation that is not woody shall be left in place or undisturbed. Distrubed areas shall be left smooth and seedbed ready for reseeding.
- 4) Any metal debris, old fencing material, or other trash/debris discovered during construction must be removed from site. No debris is currently known or expected.



Clear & grub all woody vegetation.  
(Approx 66 acres)

Property Entrance

**Legend**

 Accretion Clearing and Grubbing



PROJECT NO. 21-006

Chapman Complex  
2021 Habitat Enhancement  
**CLEAR & GRUB WOODY VEG.  
ACCRETION AREA**

SHEET NO:  
**4 of 4**

DATE:  
5/3/21

DRAWN BY:  
TRT