



# **PROJECT MANUAL**

for

**P23-021**

## **Wyoming Flow Split**

Wyoming Property near Kearney, Nebraska

Advertising Date

March 5<sup>th</sup>, 2024

Closing Date

April 4<sup>th</sup>, 2024

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 **WYOMING FLOW SPLIT PROJECT** near Kearney, Nebraska. These activities are generally described as follows:

Restrict flow from a middle channel of the Platte River into a northern channel by constructing a berm across an existing flow split. The berm will be constructed with material excavated from the riverbed and stabilized with trees and branches from a nearby site. Project includes tree harvesting, construction of log structures, earthwork, and seeding.

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 April 4<sup>th</sup>, 2024**. 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:

**Libby Casavant**  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
[casavantl@headwaterscorp.com](mailto:casavantl@headwaterscorp.com)

A **MANDATORY PRE-BID CONFERENCE** will be held on **March 27 at 2:00 PM CT** and will be held on-site. Meet at site access drive south from E 1<sup>st</sup> St S. From Kearney take E 1<sup>st</sup> St S over Interstate 80 then drive east 1.75 miles.

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.

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)).

Contractor must not be suspended or debarred from receiving federal funds. Bid Form must acknowledge eligibility to receive federal funds and must provide contractor Dun & Bradstreet (D-U-N-S) number or other means of identification in the U.S System for Award Management site ([www.sam.gov](http://www.sam.gov)).

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. Inquiries shall be directed to:

**Libby Casavant**  
Headwaters Corporation  
4111 4<sup>th</sup> Ave, Suite 6  
Kearney, Nebraska 68845  
**casavanti@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 **April 1<sup>st</sup>** will not be answered. Official answers to all questions will be in writing and posted online by end of the day on **April 2<sup>nd</sup>, 2024**.

## 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 on **March 27<sup>th</sup> at 2:00 PM CT**. BIDDERS shall meet at site access drive south from E 1<sup>st</sup> St S. From Kearney take E 1<sup>st</sup> St S over Interstate 80 then drive east 1.75 miles.

## 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 on the basis of reasonable objection after due investigation.



- 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 each applicable section of the Construction Specifications or as described in the construction drawings.

#### 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 “**P23-021: Wyoming Flow Split**” 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 April 4<sup>th</sup>, 2024**. 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. Insurance requirements can be found in Article 6 of the 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**

Project Identification: **P23-021: Wyoming Flow Split.**

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):

**BID SCHEDULE**

Item	Work	Est. Quantity	Unit	Unit Price	Bid Price
1	Mobilization and Demobilization	1	LS	\$	\$
2	Construction of Log Structures	23	EA	\$	\$
3	Earthwork and Berm Construction	6,400	CY	\$	\$
4	Seeding and Straw Mat Installation	1	LS	\$	\$

**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, **P23-021: Wyoming Flow Split** will be substantially complete no later than **June 21<sup>st</sup>, 2024**. 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**



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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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# Guidelines for Use of EJCDC® C-522, Contract for Construction of a Small Project

## Intended use of C-522 Document

EJCDC® C-522, Contract for Construction of a Small Project, is intended to be used for smaller, less complex projects, such as small water and wastewater utilities, roads and paving, drainage improvements, and site development. This Contract is appropriate for projects where:

1. The construction cost is \$500,000 or less, the scheduling for the Work is relatively simple with few constraints, scheduled duration is less than 12 months, and little coordination is required with entities other than the Engineer, Owner, and Contractor.
2. The change and claims process is relatively simple. If it is anticipated there could be significant changes to the Work in response to differing site conditions, client requirements, etc., it is recommended that EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus) be used, together with the comprehensive EJCDC® C-700, Standard General Conditions of the Construction Contract.
3. There is little chance of changed or differing site conditions.
4. No hazardous environmental conditions are anticipated.
5. Substitutions for material or equipment will be handled through the Change Order process.
6. There are no provisions for assignment of an equipment purchase contract entered into by Owner.
7. The Contract Documents do not delegate any professional design services to the Contractor.
8. There is little, if any, need for coordination with others working at the Site.
9. The Engineer is involved with the review of submittals, interpretation of the documents, and development of Change Orders that affect the design of the Project.
10. Builder's risk insurance and/or property insurance will be provided by the Contractor. If the Owner wants to provide this insurance, the Contract will need to be modified.

## Use with other EJCDC Contract Documents

C-522 is intended to be used as a stand-alone document and has not been fully integrated with other EJCDC Documents. Other EJCDC C-series documents, such as EJCDC® C-200, Suggested Instructions to Bidders for Construction Contracts, and EJCDC® C-800, Guide to the Preparation of Supplementary Conditions, are written to be used with C-700 and not C-522. This document is not to be used under any circumstances with the Design Build (D series) or Procurement (P series) documents.

The EJCDC standard professional services agreements, including EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services, and EJCDC® E-520 ("Short Form"), may be used in conjunction with C-522 providing that modifications are made to the scope of services in the Owner-Engineer Agreement to be consistent with the engineering services contemplated by C-522. Because E-520 ("Short Form") is intended for use only for professional services of limited scope and complexity,

particular care should be taken in E-520 to define and coordinate the obligations and duties of the Owner and Engineer relative to the requirements of C-522.

### Editing C-522 for use on a Project

It is intended that this document be edited for each Project. Guidelines for editing include:

1. Filling in blank spaces
2. Providing required information as indicated by text in bold and bracketing text. Delete brackets and unbold text after correct text has been added, e.g. change “[**Project Name**]” to “Peach Street Renovation.”
3. Deleting all “**Notes to User**” after reviewing each note and taking appropriate action.
4. Completing tables.

Project-specific information to be included in this Contract is to be completed by the Owner and/or Engineer prior to beginning the procurement process. The following is a summary of project-specific information required to complete this Contract:

Paragraph	Project-Specific Information Required
1.01.B.1	Project description in general terms, including the name of the Project. Example: “1. Elm Street Water System, which includes 5,000 feet of 12 inch water line, air release valves, main line valves and other appurtenances.”
1.01.B.2	Location of the Project. Example: “2. ...but generally located between the Elm Street Pump Station and proposed site for a new water tower and the intersection of Smith St and Jones Ave.”
2.02.A.7	List of exhibits made a part of this Contract.
3.01.A	Name of the Engineer.
4.01.A	Dates for Contract Times.
4.01.B	Number of Calendar Days.
4.02.A	Liquidated damages amount.
5.01.A	Lump sum Contract Price if Contract is for a lump sum amount.
5.01.B	Table of unit prices and estimated quantities used to calculate an estimate of the total of extended prices.
6.02	Coverage amounts for insurance.
14.03.A	Retainage amount as a percentage of the earned value for Work completed.

<b>Paragraph</b>	<b>Project-Specific Information Required</b>
Signatures	Effective Date of the Contract

# 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. **(P23-021) Wyoming Flow Split** which includes **construction of a vegetated berm reinforced by trees and root wads at the toe and live branches on the slopes. Berm will connect two islands of the Platte River to prevent flow and require 6,400 CY of earthwork.**
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally **located in the river channel south of E 1<sup>st</sup> St. S near Kearney, Nebraska.**

## 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.**

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed on or before **June 21<sup>st</sup>, 2024** and completed and ready for final payment on or before **June 28<sup>th</sup>, 2024.**

### 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	Construction of Log Structures	EA	23		
3	Earthwork and Berm Construction	CY	6,400		
4	Seeding and Straw Mat Installation	LS	1		
<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:	<u>Statutory</u>
Employer’s Liability:	
Bodily Injury, each Accident	\$ <u>500,000</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- c. Automobile Liability herein:

_____	
_____	
_____	
Combined Single Limit of:	\$ <u>1,000,000</u>



d. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000

- 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, umbrella or excess, and pollution 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 **0% (Zero percent)** 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 0.5 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):

Jason Kennedy  
Chief Financial and Administrative Officer  
Nebraska Community Foundation  
PO Box 83107  
Lincoln, Nebraska 68501-3107  
Phone: (402) 323-7330  
Email: [jkennedy@nebcommfound.org](mailto:jkennedy@nebcommfound.org)

### Technical Point of Contact (Program):

Libby Casavant, Water Resources Engineer  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4th Ave., Suite 6  
Kearney, Nebraska 68845  
Phone: (720) 524-6115  
Email: [casavantl@headwaterscorp.com](mailto:casavantl@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  
Email: [farnsworthj@headwaterscorp.com](mailto:farnsworthj@headwaterscorp.com)

### Media Point of Contact (Program):

Alicia Uribe, Executive Office Manager  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4th Ave., Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Email: [uribe@headwaterscorp.com](mailto:uribe@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.



**3.1** No measurement for payment shall be made of any of the work, materials, and equipment required for mobilization and demobilization. The lump sum bid price shall include all of the Contractor’s costs of whatever nature including labor, material, and any incidental work and equipment necessary for mobilization of personnel, equipment and supplies to the project site.

**3.2** Payment shall be made as the work proceeds, after presentation of invoices by the Contractor showing specific mobilization and demobilization costs, and evidence of the charges of suppliers, subcontractors and others. If the total sum of such payments is less than the lump sum contract price, the unpaid balance will be included in the final contract payment. Payments for mobilization will not exceed 60% of the lump sum contract price. A minimum of 40% of the contract price will be retained until such time that demobilization is complete. Prior to signing of the contract, the Contractor shall provide the ENGINEER with a detailed Payment Schedule for costs associated with mobilization & demobilization.

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

**3.4** Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

<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 ( $\frac{1}{2}$  ") 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.

### **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 and not suitable for project structures will be piled within the clearing area boundary. As few piles as possible should be made with maximum dimensions of 30 feet in diameter by 6 feet in height.

### **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. These activities are incidental to Construction of Log Structures. Construction of Log Structures includes tree harvest, branch trimming, transportation of woody vegetation, burial of footer logs, and placement of rootwad logs. See construction documents for details.



## CONSTRUCTION SPECIFICATION CS-03

### Grading and Berm Construction

#### 1. Description

Material will be taken from designated borrow sites on the riverbed to construct a berm connecting two mid-channel islands. Berm side slopes will be 3.5H:1V and top elevation will be determined by minimum cover requirements above log structures. Material must be placed in 1 FT lifts and compacted before placing the next layer. Horizontal layers of live branches will be installed between lifts for additional erosion protection.

#### 2. Materials

**2.1** Material will be taken from designated borrow sites on the riverbed approx. 1,000 FT from the project site. Approximately 1 FT of cut from each borrow site will be needed to meet the volume requirement of 6,400 CY.

**2.2** ALL live branches stripped from trees harvested for log structures or woody brush removed incidental to tree harvest will be stockpiled for use in live branch staking. Suitable branches should be at least 4 FT in length and ½ IN diameter.

#### 3. Construction

Grading shall be as generally shown on the Grading Plan in the Project Construction Drawings.

**3.1** Material must be placed in 1 FT lifts and compacted with heavy equipment.

**3.2** Branch placement will begin with the first layer of live branches directly above log structures. Place 1 branch every 2 LF along the berm alignment with 0.5 to 1.5 FT of the growing tip protruding from the slope face.

**3.3** Continue layering branches and compacted material lifts until branch material is exhausted, prioritizing the north side of the berm for any partial layers. Continue with compacted 1 FT berm material lifts until minimum of 3 FT of cover above the top of log structures is achieved.

**3.4** The Contactor shall finish grade the berm and slopes such that the finish appears smooth and ridges, vehicle tracks etc. do not exceed 0.25 FT in height.

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



**4. Special Conditions**

4.1 Prior to commencement of any work, the Contractor shall review with the Contracting Officer the sequence and methods of construction the Contractor will use to complete the work. The Contractor shall review with the Project Engineer the sequence and methods for cutting, filling and grading of existing materials. Such discussions shall include the order of work and equipment to be used. The Contracting Officer retains the right to make a final determination on the Contractors proposed work plan.

**5. Measurement and Payment.**

5.1 An as-built survey will be performed to determine satisfactory completion of all earthwork. No measurement for payment shall be made of any of the work, materials, and equipment required for excavation and berm construction. The per-cubic-yard bid price for earthwork shall include all the Contractor’s costs of whatever nature including labor, material, and any incidental work and equipment necessary to excavate material and construct berm according to the Drawings and Specifications. All work associated with live branch layering is incidental to Earthwork and should be included in the per-cubic-yard bid price.

<u>Pay Item</u>	<u>Pay Unit</u>
Earthwork	CY





## CONSTRUCTION SPECIFICATION CS-04

### LOG STRUCTURES

#### 1. Description.

The work shall consist of constructing 23 log structures to stabilize the toe of the berm. Each structure will consist of a footer log and a root wad log. The unit price of one structure will include harvesting suitable trees from a nearby site, stripping and stockpiling branches, transporting the trees, and properly constructing the structure. See construction documents for locations and details.

#### 2. Materials.

**2.1** Both footer and root wad trees will be harvested from a designated site (500 – 1,500 FT from the berm site). 23 trees with root wads intact and an equal number of footer trees will be required. Root wad trees should be 35 – 45 FT from base of trunk to top and be harvested with root wads intact. Footer trees may be 25 – 45 FT from base to top with root wads removed. Footer trees may be made by cutting excess length from root wad trees, as long as minimum lengths and diameters are met. Both tree types will include relatively straight hardwoods, cottonwoods, and eastern red cedar with diameters of 1.5-2.5 FT.

**2.2** Branches from harvested trees that are at least 4 FT long and ½ IN to 4 IN in diameter should be stockpiled for use in berm slope stabilization.

#### 3. Construction

**3.1** Harvest trees by grubbing or cutting according to specification CS-02.

**3.2** Remove branches from trunks and stockpile for use in berm construction. Suitable branches from any shrubs, brush or small trees removed incidental to tree harvest should also be salvaged and stockpiled.

**3.3** Excavate trench at log structure location such that the top of footer log will be at the existing riverbed grade.

**3.4** Place footer logs in trench at a 25-degree angle to bank.

**3.5** Root wad logs are to be placed upon and perpendicular to footer logs (115-degree angle to the bank with the root wad into the direction of flow). Spacing of log structures should be approximately every 60-FT and as shown on drawings.

#### 4. Measurement and Payment.

**3.1** No measurement for payment shall be made of any of the work, materials, and equipment required for log structure construction. The unit price of one structure will



include harvesting suitable trees from a nearby site, stripping and stockpiling branches, transporting the trees, burial of footer tree, and placement of root wad tree. See construction documents for locations and details. Any costs of whatever nature including labor, material, and any incidental work and equipment necessary for these items should be included in the unit price the constructed project.

**3.2** Payment shall be made as the work proceeds, after presentation of invoices by the Contractor showing specific seeding costs, and evidence of the charges of suppliers, subcontractors and others.

**3.4** Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

<u>Pay Item</u>	<u>Pay Unit</u>
Log Structure	EA



**CONSTRUCTION SPECIFICATION CS-05**

**SEEDING**

**1. Description.**

The work shall consist of seeding the constructed berm and securing biodegradable straw net type erosion control material over the seeded area. Seed will be installed over the entire disturbed berm construction, the backfilled holes from grubbing of rootwad trees, and severely disturbed areas within the tree clearing zone. Straw netting or other suitable erosion control material will be installed over the entire berm construction. Submit seed mix and erosion control mat details to Engineer for approval prior to purchase and installation.

**2. Equipment & Materials.**

**2.1** Submit seed mix and erosion control mat details to Engineer for approval prior to purchase and installation. Seed mixes shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the common, scientific, and variety name(s) of the seed(s), the lot number, point of origin, net weight, percent of weed content, and the guaranteed percentage of purity and germination.

**2.2** Seed should be a fast-establishing native mix with no species higher than 3 ft when mature. Arrow Seed Type “B” Mixture shown below or approved equal. Apply at suggested rate for application method (broadcast or drill). Broadcast application is acceptable.

**Arrow Seed Type “B”**

<b>Common Name</b>	<b>LBS PLS per Acre</b>
Perennial rygrass	8
Tall fescue	12
Sheep fescue	5
Western wheatgrass	6
Buffalograss	5
Blue grama	3
Oats	12

**2.3** Any materials that have become wet, moldy, or otherwise damaged in transit or in storage shall not be used.

**2.4** Seeding shall be completed as soon as practical after the completion of final grading. Contractor shall coordinate the actual start of the seeding operation with project representative. Seeding shall occur between September 15 and May 15, unless otherwise permitted by the project representative.



**2.5** Seed shall be applied at the rate specified by the manufacturer for each seed mix.

a. Drill seeding:

All seed is to be drilled one-quarter (1/4) inch to one-half (1/2) inch into the soil at the specified pure live seed (pls) per acre rate with a mechanical grass drill with depth bands and an agitator in the seed box. Rows shall be spaced not more than seven (7) inches apart. Operate drill in two passes applying 1/2 the seed in each pass., with the direction of the second pass perpendicular to the first pass.

b. Broadcast seeding:

Broadcast seeding shall be accomplished using hand-operated "cyclone-type" seeders or rotary broadcast equipment attached to construction or revegetation machinery. All machinery shall be equipped with metering devices. Broadcasting by hand shall be acceptable on small, isolated sites. Prior to hand broadcast seeding, divide the seed required into two portions. Apply the first half of the seed and then follow up by applying the second portion to ensure complete coverage by seed. When broadcast seeding, passes shall be made over each site to be seeded in a manner to ensure an even distribution of seed. When using hopper type equipment, seed shall be frequently mixed within the hopper to discourage seed settling and uneven planting distribution of species. Broadcast seeding should not be conducted when wind velocities would prohibit even seed distribution.

**2.6** Biodegradable straw net type erosion control mat shall be installed per item specifications. Mat should be composed of weed-free straw in good condition. Mat should be installed and anchored immediately after seeding has been completed.

**3. Measurement and Payment.**

**3.1** No measurement for payment shall be made of any of the work, materials, and equipment required for seeding. The lump sum bid price shall include all of the Contractor’s costs of whatever nature including labor, material, and any incidental work and equipment necessary for seeding the constructed project.

**3.2** Payment shall be made as the work proceeds, after presentation of invoices by the Contractor showing specific seeding costs, and evidence of the charges of suppliers, subcontractors and others. If the total sum of such payments is less than the lump sum contract price, the unpaid balance will be included in the final contract payment.

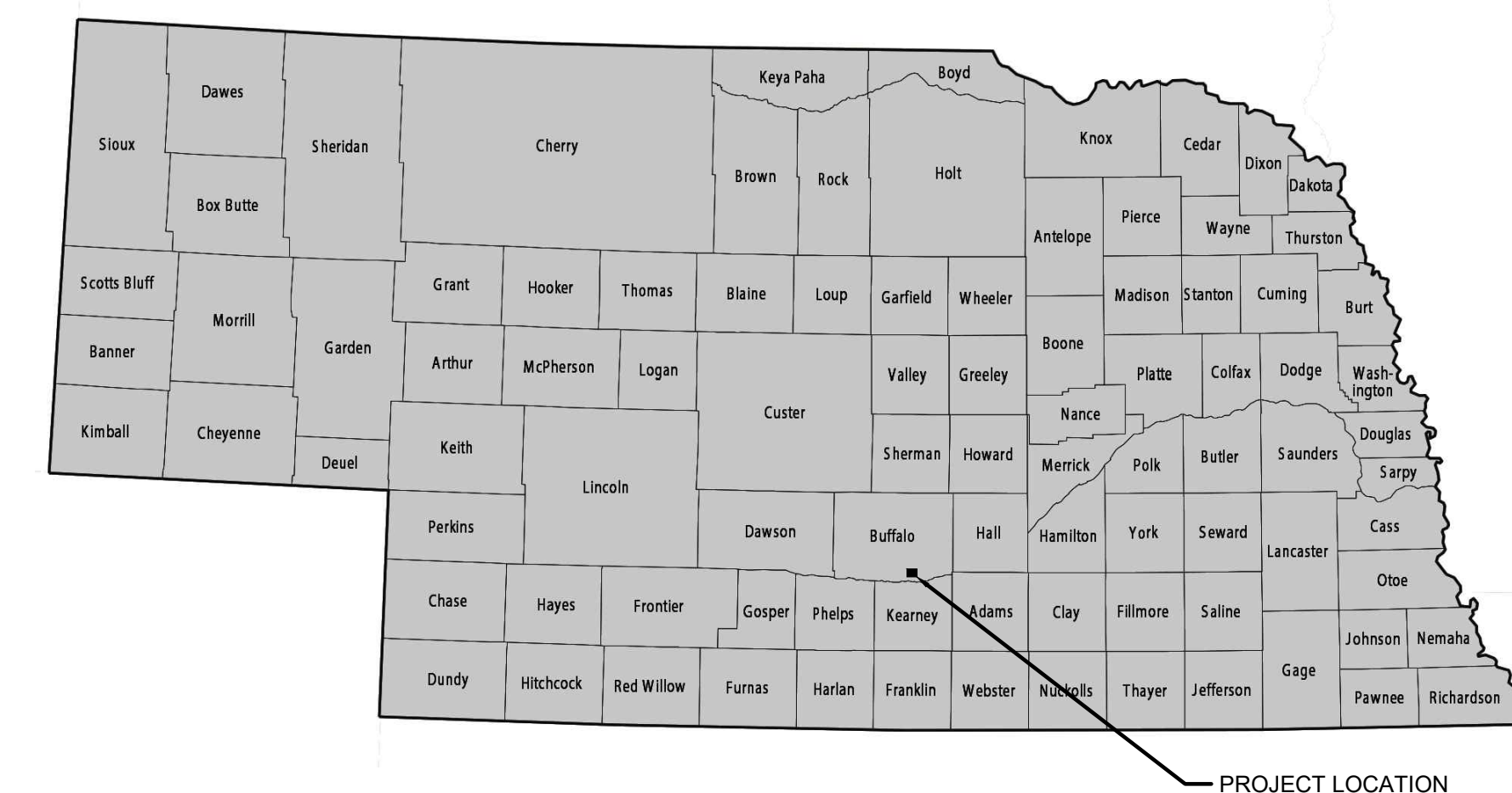
**3.4** Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

<u>Pay Item</u>	<u>Pay Unit</u>
Seed and Straw Mat Installation	LS

# PLATTE RIVER RECOVERY PROGRAM WYOMING PROPERTY BERM CONSTRUCTION



OWNER CONTACT:  
Platte River Recovery Program  
4111 4th Ave #6, Kearney, NE 68845  
(308) 237-5728



SITE ACCESS LOCATION:  
1.75 MI EAST OF OVERPASS ON EAST 1<sup>ST</sup> ST S.  
40°40'07.1"N 99°01'57.6"W  
PROJECT NO. P23-021

**GENERAL NOTES**

- 1'-CONTOUR FROM GREEN LIDAR AND DIGITAL ORTHOPHOTOGRAPHY BY PRRIP, NOVEMBER 2022 REMOTE SENSING SURVEY.
- PARCEL DATA IS UNVERIFIED AND FOR REFERENCE ONLY.
- ALL MAPPING IS PROJECTED TO NAD 83 STATE PLANE NEBRASKA. UNITS ARE U.S. SURVEY FEET.
- ELEVATIONS ARE SHOWN IN FEET RELATIVE TO NAVD88, GEOID 2003, ELLIPSOID GRS80.
- ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION AND IS THE MEASURED HORIZONTAL DISTANCE.
- UNLESS OTHERWISE NOTED, ALL DEMOLISHED MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN A LOCATION APPROVED BY ENGINEER.
- LOCATIONS OF EXISTING FEATURES AND UTILITIES SHOWN ARE APPROXIMATE AND SHALL BE FIELD-VERIFIED PRIOR TO CONSTRUCTION. NOTIFICATION TO NEBRASKA 811 (800-331-5666) IS REQUIRED 48 HOURS PRIOR TO ANY EARTHWORK OR SUBSURFACE INVESTIGATION.
- TREES AND LAND AREAS OUTSIDE CONSTRUCTION LIMITS SHALL BE PRESERVED AND NO TREE REMOVAL SHALL OCCUR BETWEEN JUNE 1 AND JULY 31. WITHIN CONSTRUCTION FOOTPRINT, TREES TO BE PRESERVED SHALL BE MARKED FOR PROTECTION IN THE FIELD. EXERCISE CARE IN AREAS NOT SO MARKED TO AVOID UNNECESSARY DAMAGE TO NATURAL VEGETATION.
- BMPS SHALL BE IMPLEMENTED TO PREVENT WATER POLLUTION DUE TO CONSTRUCTION MATERIALS, METHODS AND EQUIPMENT. CONTRACTOR SHALL SUBMIT SWPPP FOR APPROVAL BY NDEQ.
- ALL CONSTRUCTION ACTIVITIES, INCLUDING HAULING, EXCAVATION, STAGING AND STOCKPILING, SHALL BE CONFINED TO AREAS ILLUSTRATED IN THE PLAN SET.
- WHOOPING CRANE MIGRATION SEASON OCCURS BETWEEN OCTOBER 9 - NOVEMBER 15 AND MARCH 6 - APRIL 29. DURING THIS WINDOW THERE ARE RESTRICTED WORK HOURS WITHIN 0.50 MI OF THE RIVER AND HEAVY EQUIPMENT WILL BE MOVED FROM THE RIVER TO AN UPLAND SITE BEHIND A TREE LINE AT THE END OF EACH WORK DAY IF SUCH FEATURES ARE AVAILABLE. REFER TO ARTICLE 18 OF BID DOCS FOR SPECIFIC PROTOCOL.
- UPON PROJECT COMPLETION, PRIMARY ACCESS ROAD MUST BE RESTORED TO SIMILAR OR BETTER CONDITION.

ITEM	WORK	QUANTITY	UNIT
1	BORROW AREA 1	4,900	CUBIC YARDS
2	BORROW AREA 2	1,500	CUBIC YARDS
3	BERM FILL	6,400	CUBIC YARDS
4	SEEDING	2	ACRES
5	LOG STRUCTURES	23	EA

**ABBREVIATIONS**

ADDL	ADDITIONAL	NAD	NORTH AMERICAN DATUM
APPROX	APPROXIMATE	NAVD	NORTH AMERICAN VERTICAL DATUM
AVE	AVENUE	N/A	NOT APPLICABLE
BDY	BOUNDARY	NE	NORTHEAST
BLDG	BUILDING	NDEQ	NEBRASKA DEPT OF ENVIRONMENTAL QUALITY
BM	BENCHMARK	NGVD	NATIONAL GEODETIC VERTICAL DATUM 1929
BMP	BEST MANAGEMENT PRACTICE	NOM	NOMINAL
BOB	BASIS OF BEARING	NTS	NOT TO SCALE
CBC	CONCRETE BOX CULVERT	NW	NORTHWEST
CGC	COMMERCIAL GRADE CONCRETE	OH	OVERHEAD
CHAN	CHANNEL	OHW	ORDINARY HIGH WATER
CL	CENTERLINE, CONTROL LINE	PCL	PRIMARY CONTROL LINE
CMP	CORRUGATED METAL PIPE	PERM	PERMANENT
CO	COUNTY	PROP	PROPOSED
COE	US ARMY CORPS OF ENGINEERS	PROT	PROTECT
CONC	CONCRETE	PT	POINT
COR	CONTRACTING OFFICER'S REPRESENTATIVE	RCP	REINFORCED CONCRETE PIPE
CP	CONTROL POINT	RD	ROAD
CY	CUBIC YARD	REQ	REQUIRED
DET	DETAIL	RR	RAILROAD
DBH	DIAMETER AT BREAST HEIGHT	ROW	RIGHT OF WAY
DIA	DIAMETER	S	SOUTH
DS	DOWNSTREAM	SL	SLOPE
E	EAST	SS	SIDE SLOPE
EA	EACH	SE	SOUTHEAST
EG	EXISTING GRADE/GROUND	SF	SQUARE FEET
EL	ELEVATION	ST	STREET
EP	EDGE OF PAVEMENT	STA	STATION
EXC	EXCAVATION	SW	SOUTHWEST
EXIST	EXISTING	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
FG	FINISH GRADE	TCL	TRAIL CONTROL LINE
GRND	GROUND	TEMP	TEMPORARY
HDPE	HIGH DENSITY POLYETHYLENE	THKN	THICKNESS
HMAC	HOT MIX ASPHALT CONCRETE	THLWG	THALWEG
HOR	HORIZONTAL	TOB	TOP OF BANK
INV	INVERT	TYP	TYPICAL
LF	LINEAR FEET	USACE	US ARMY CORPS OF ENGINEERS
LN	LANE	US	UPSTREAM
LWD	LARGE WOODY DEBRIS	VEG	VEGETATION
MATL	MATERIAL	VERT	VERTICAL
MAX	MAXIMUM	W	WEST
MFR	MANUFACTURER	WSE	WATER SURFACE ELEVATION
MIN	MINIMUM		
N	NORTH		

SHEET INDEX

SHEET	PLATE	TITLE
GENERAL		

1	G01	NOTES, ABBREVIATIONS, AND SHEET INDEX
2	G02	GENERAL CONSTRUCTION PLAN AND SURVEY CONTROL

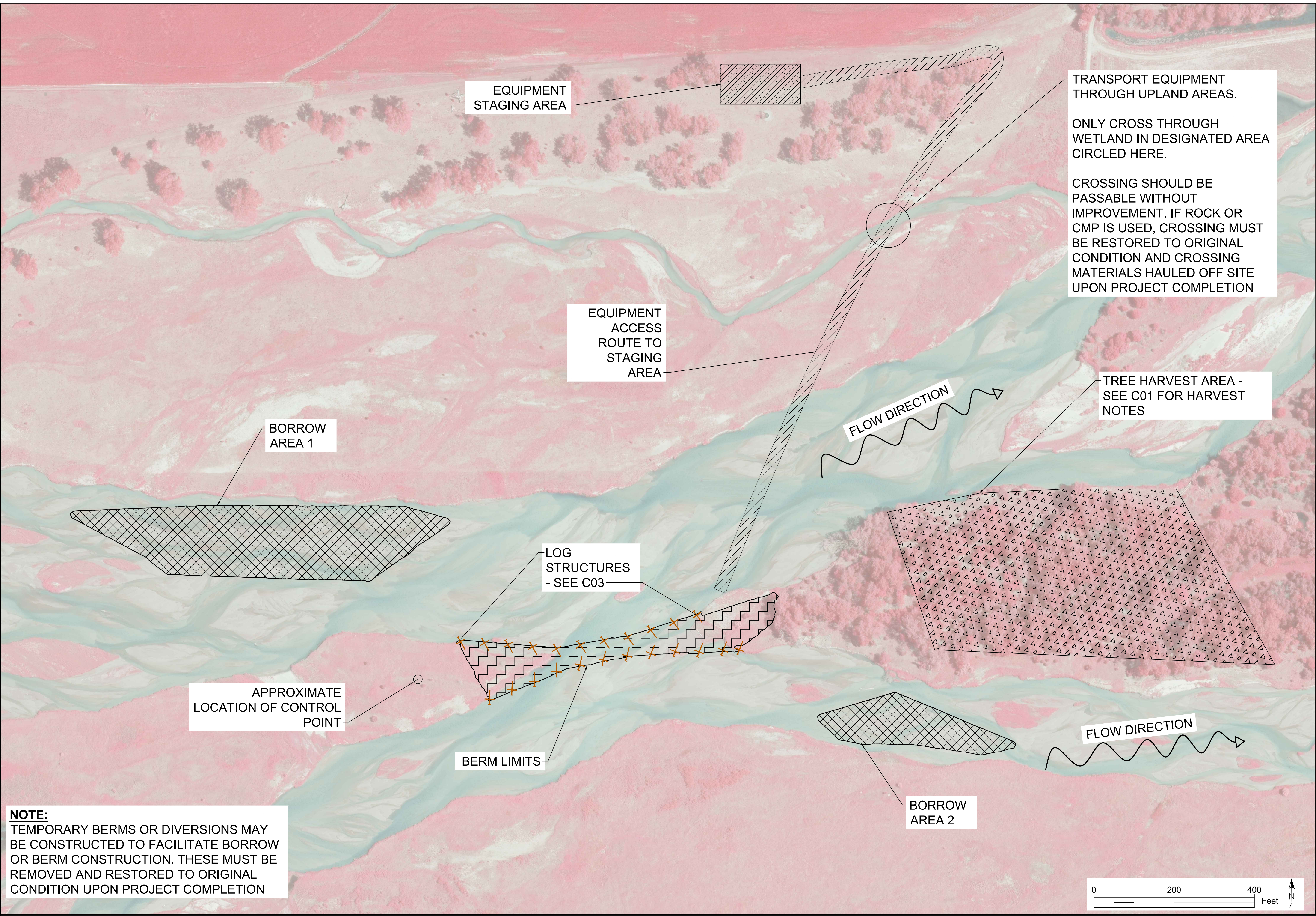
CIVIL		
3	C01	EXCAVATION PLAN
4	C02	LOG STRUCTURE PLACEMENT AND SEEDING
5	C03	LOG STRUCTURE, BRANCH PLACEMENT, AND BERM DETAIL

DATE	DESCRIPTION
OCT 2023	DESIGNED
DEC 2023	DRAWN
	CHECKED
	APPROVED

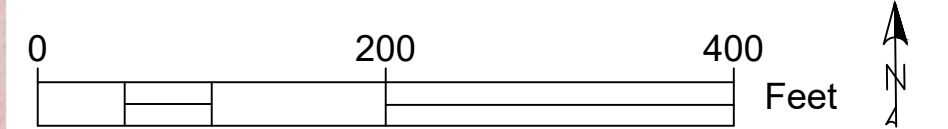


WYOMING PROPERTY FLOW SPLIT CORRECTION BERM  
 LEGEND, NOTES, ABBREVIATIONS  
 NEAR KEARNEY, NEBRASKA

PROJECT NO. P23-021
SHEET IDENTIFICATION:  G01
SHT NO. 1 OF 5



**NOTE:**  
 TEMPORARY BERMS OR DIVERSIONS MAY BE CONSTRUCTED TO FACILITATE BORROW OR BERM CONSTRUCTION. THESE MUST BE REMOVED AND RESTORED TO ORIGINAL CONDITION UPON PROJECT COMPLETION



TRANSPORT EQUIPMENT THROUGH UPLAND AREAS.  
 ONLY CROSS THROUGH WETLAND IN DESIGNATED AREA CIRCLED HERE.  
 CROSSING SHOULD BE PASSABLE WITHOUT IMPROVEMENT. IF ROCK OR CMP IS USED, CROSSING MUST BE RESTORED TO ORIGINAL CONDITION AND CROSSING MATERIALS HAULED OFF SITE UPON PROJECT COMPLETION

TREE HARVEST AREA - SEE C01 FOR HARVEST NOTES

EQUIPMENT STAGING AREA

EQUIPMENT ACCESS ROUTE TO STAGING AREA

BORROW AREA 1

LOG STRUCTURES - SEE C03

APPROXIMATE LOCATION OF CONTROL POINT

BERM LIMITS

BORROW AREA 2

FLOW DIRECTION

FLOW DIRECTION

MARK	DESCRIPTION	DATE
OCT 2023	DESIGNED	
DEC 2023	DRAWN	
	CHECKED	
	APPROVED	

**Headwaters CORPORATION**  
 405 Urban Street, Suite 401  
 Lakewood, CO 80228  
 (P) 720-524-6115

WYOMING PROPERTY FLOW SPLIT CORRECTION BERM  
 GENERAL SITE PLAN AND SURVEY CONTROL  
 NEAR KEARNEY, NEBRASKA

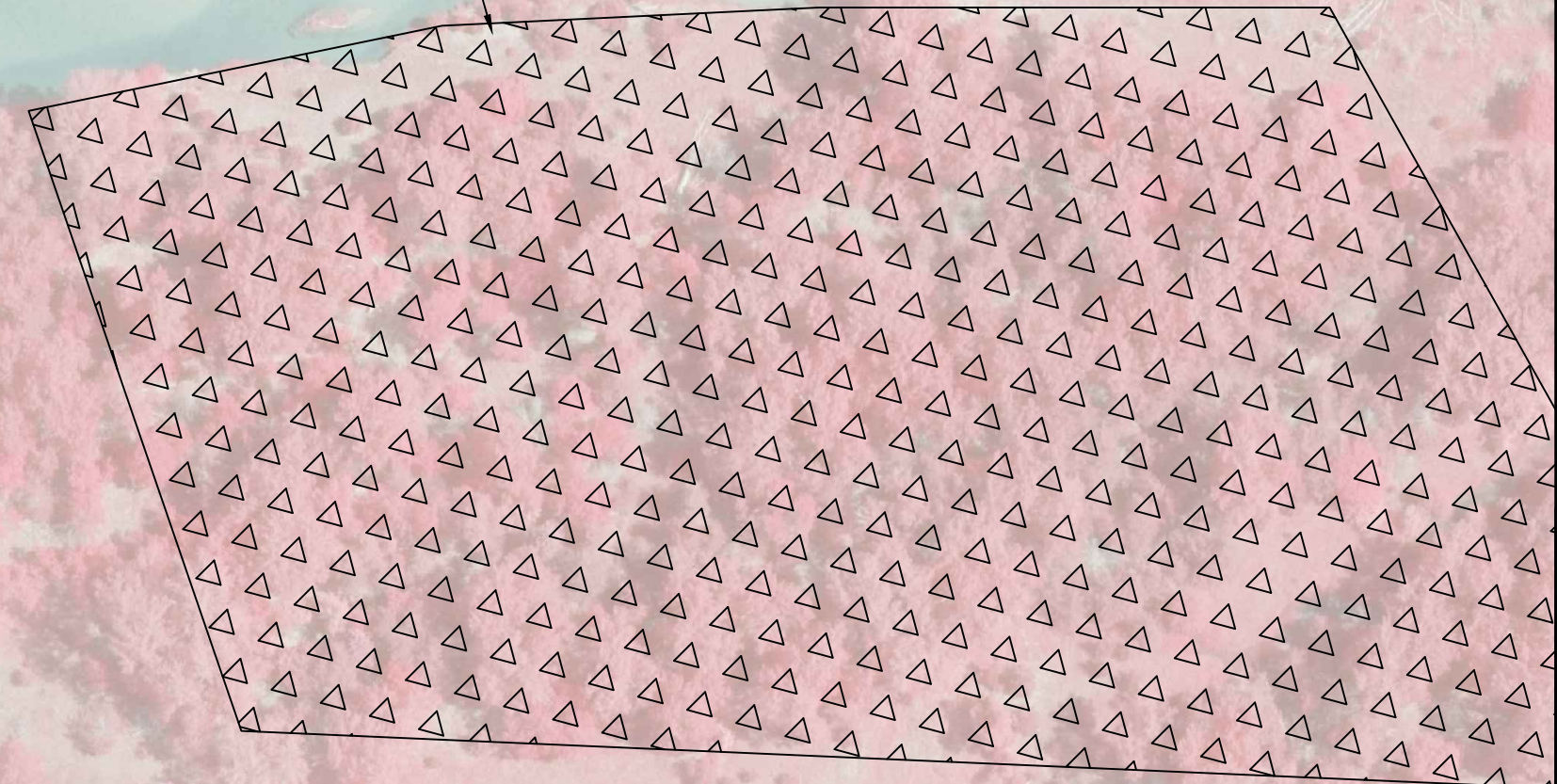
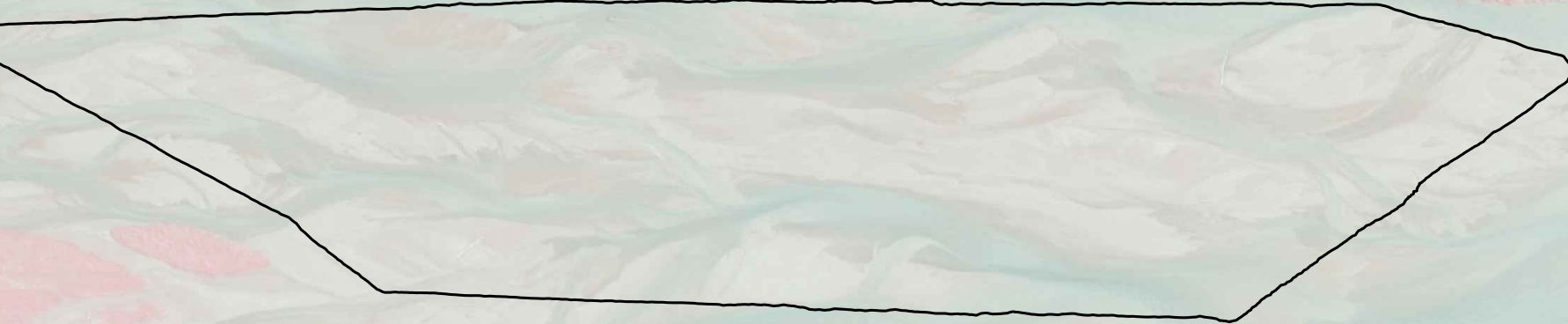
PROJECT NO.  
 P23-021  
 SHEET IDENTIFICATION:  
 G02  
 SHT NO. 2 OF 5

**TREE HARVEST NOTES**

- HARVEST 23 TREES WITH INTACT ROOTWADS, 35-45 FEET IN LENGTH
- HARVEST 23 FOOTER TREES (WITHOUT ROOTWADS), MINIMUM 25' FEET IN LENGTH
- TREE TYPES WILL INCLUDE HARDWOODS, COTTONWOODS AND EASTERN RED CEDAR
- ROOTWAD TREES MUST HAVE 1.5-2.5 FOOT DBH
- STOCKPILE BRANCHES OR BRUSH REMOVED INCIDENTAL TO TREE HARVEST FOR USE IN BERM STABILIZATION
- SEED AREAS LEFT BY GRUBBED TREES AND HEAVILY DISTURBED ACCESS ROUTES (0.5 ACRES, APPROX.)

CUT APPROXIMATELY 1 FOOT BELOW EXISTING GRADE. SMOOTH TRANSITION TO EG UPON COMPLETION  
ESTIMATED BORROW: 4,900 CY

FLOW DIRECTION

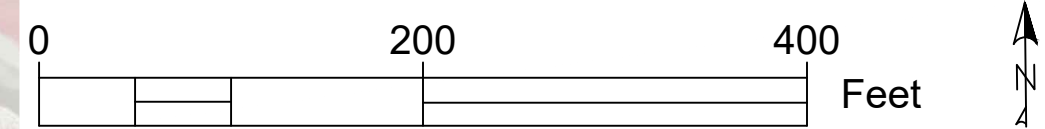


APPROXIMATE LOCATION OF CONTROL POINT

- GRADE SLOPES OF BERM AT 3.5:1
- WIDTH WILL VARY BETWEEN 20' & 120'
- HEIGHT WILL BE APPROXIMATELY 5' ABOVE CHANNEL GRADE BASED ON MINIMUM 3FT COVER ABOVE LOG STRUCTURES
- ESTIMATED FILL: 6,400 CY
- FILL IN 1FT LIFTS
- LAYER BRANCHES BETWEEN LIFTS
- SEE DETAIL SHEET 5

CUT APPROXIMATELY 1 FOOT BELOW EXISTING GRADE. SMOOTH TRANSITION TO EG UPON COMPLETION  
ESTIMATED BORROW: 1,500 CY

FLOW DIRECTION



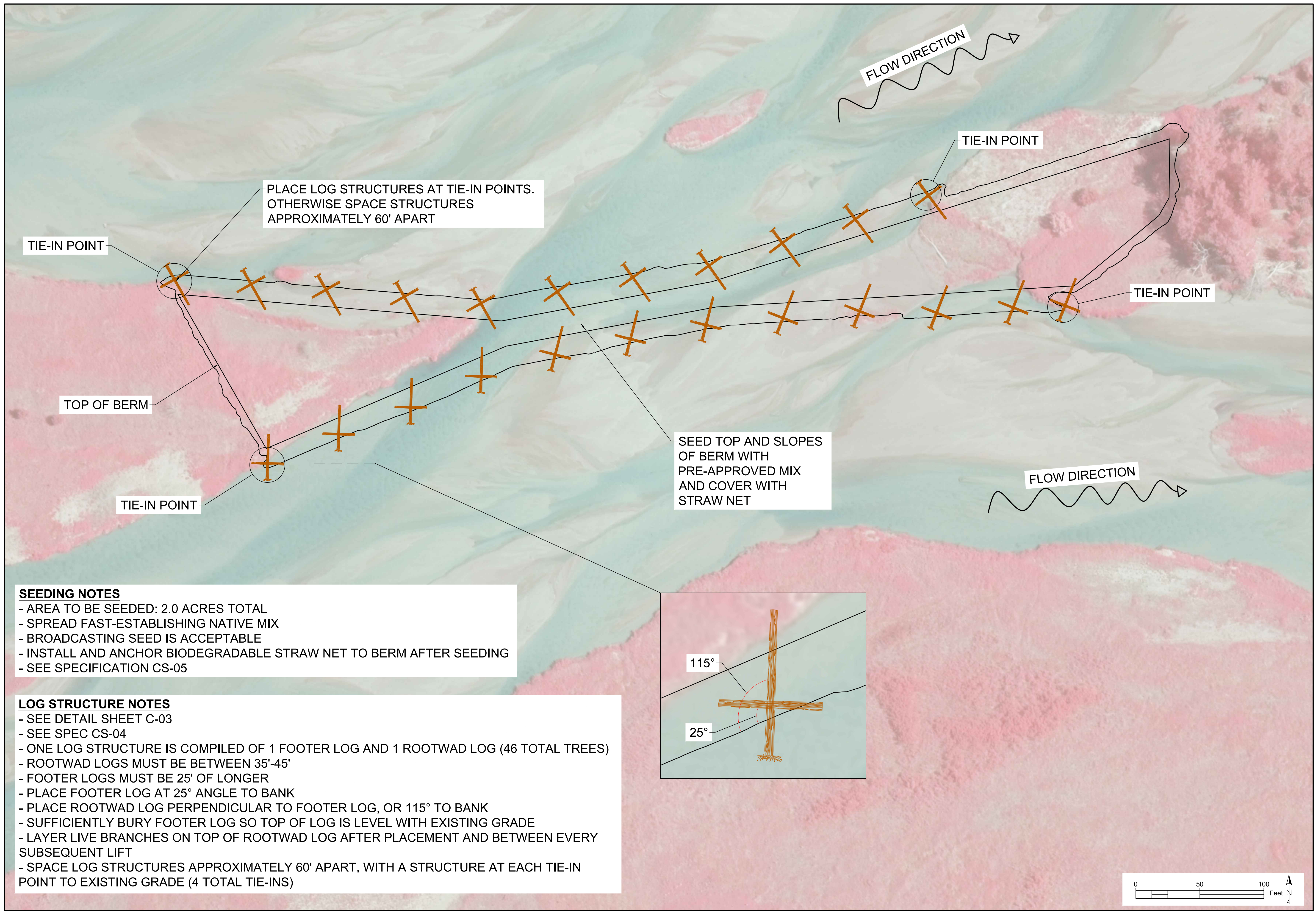
MARK	DESCRIPTION	DATE
OCT 2023	DESIGNED	
DEC 2023	DRAWN	
...	CHECKED	
...	APPROVED	

**Headwaters CORPORATION**  
405 Urban Street, Suite 401  
Lakewood, CO 80228  
(P) 720-524-6115

WYOMING PROPERTY FLOW SPLIT CORRECTION BERM  
EXCAVATION PLAN  
NEAR KEARNEY, NEBRASKA

PROJECT NO.  
P23-021  
SHEET IDENTIFICATION:  
C01  
SHT NO. 3 OF 5





PLACE LOG STRUCTURES AT TIE-IN POINTS. OTHERWISE SPACE STRUCTURES APPROXIMATELY 60' APART

TIE-IN POINT

TOP OF BERM

TIE-IN POINT

TIE-IN POINT

TIE-IN POINT

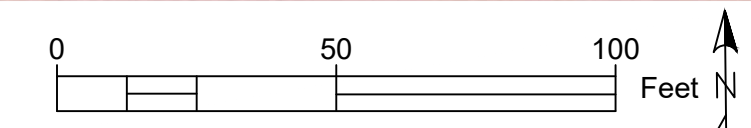
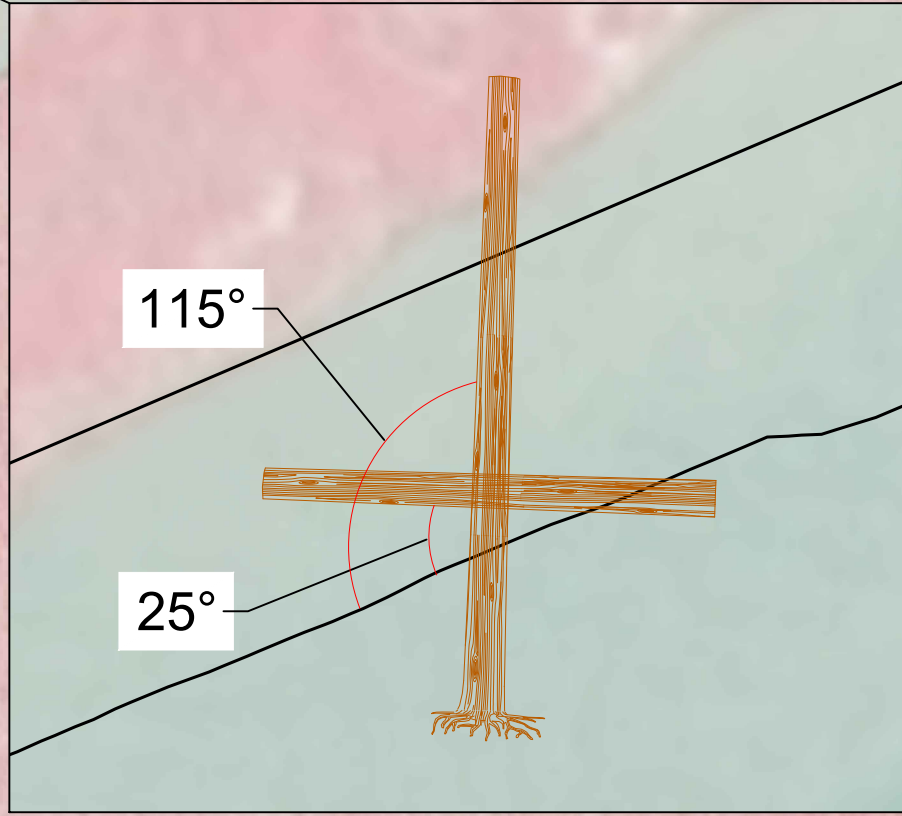
SEED TOP AND SLOPES OF BERM WITH PRE-APPROVED MIX AND COVER WITH STRAW NET

**SEEDING NOTES**

- AREA TO BE SEEDED: 2.0 ACRES TOTAL
- SPREAD FAST-ESTABLISHING NATIVE MIX
- BROADCASTING SEED IS ACCEPTABLE
- INSTALL AND ANCHOR BIODEGRADABLE STRAW NET TO BERM AFTER SEEDING
- SEE SPECIFICATION CS-05

**LOG STRUCTURE NOTES**

- SEE DETAIL SHEET C-03
- SEE SPEC CS-04
- ONE LOG STRUCTURE IS COMPILED OF 1 FOOTER LOG AND 1 ROOTWAD LOG (46 TOTAL TREES)
- ROOTWAD LOGS MUST BE BETWEEN 35'-45'
- FOOTER LOGS MUST BE 25' OF LONGER
- PLACE FOOTER LOG AT 25° ANGLE TO BANK
- PLACE ROOTWAD LOG PERPENDICULAR TO FOOTER LOG, OR 115° TO BANK
- SUFFICIENTLY BURY FOOTER LOG SO TOP OF LOG IS LEVEL WITH EXISTING GRADE
- LAYER LIVE BRANCHES ON TOP OF ROOTWAD LOG AFTER PLACEMENT AND BETWEEN EVERY SUBSEQUENT LIFT
- SPACE LOG STRUCTURES APPROXIMATELY 60' APART, WITH A STRUCTURE AT EACH TIE-IN POINT TO EXISTING GRADE (4 TOTAL TIE-INS)



DATE	DESCRIPTION	MARK	DESIGNED	DRAWN	CHECKED	APPROVED
OCT 2023						
DEC 2023						
...						
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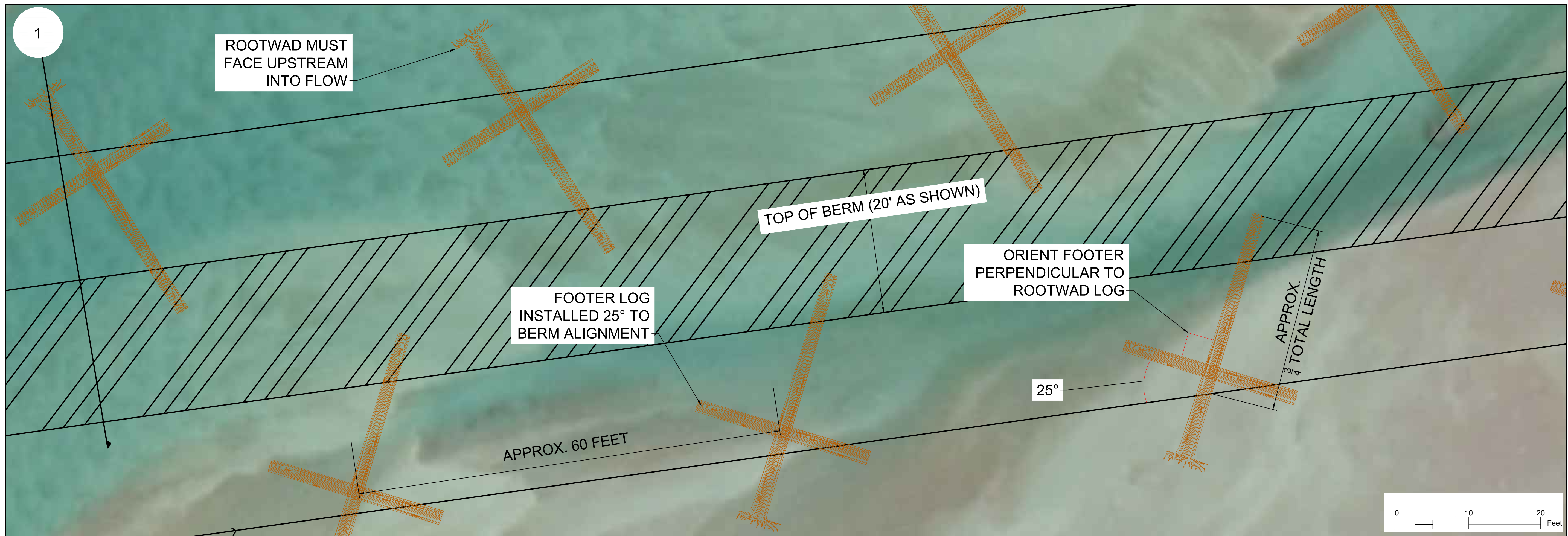
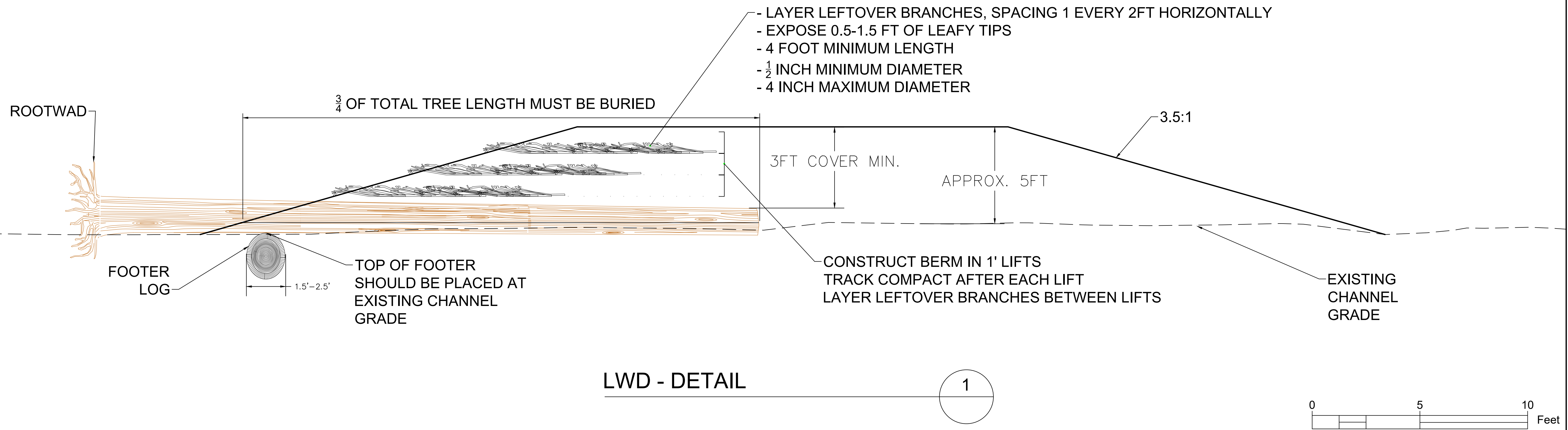
405 Urban Street, Suite 401  
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**WYOMING PROPERTY FLOW SPLIT CORRECTION BERM**  
**LOG STRUCTURE PLACEMENT AND SEEDING**  
 NEAR KEARNEY, NEBRASKA

PROJECT NO.  
 P23-021  
 SHEET IDENTIFICATION:  
 C02

SHT  
 NO. 4 OF 5

# LOG STRUCTURE, BRANCH PLACEMENT, AND BERM DETAIL



DATE	DESCRIPTION
OCT 2023	DESIGNED
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	CHECKED
	APPROVED



WYOMING PROPERTY FLOW SPLIT CORRECTION BERM

LOG STRUCTURE AND BERM DETAIL

NEAR KEARNEY, NEBRASKA

PROJECT NO.  
P23-021

SHEET IDENTIFICATION:

C03

SHT NO. 5 OF 5