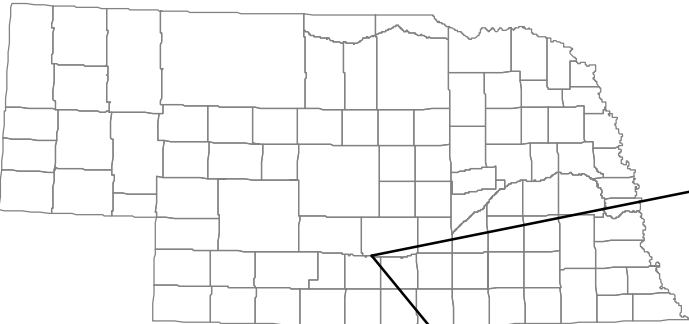


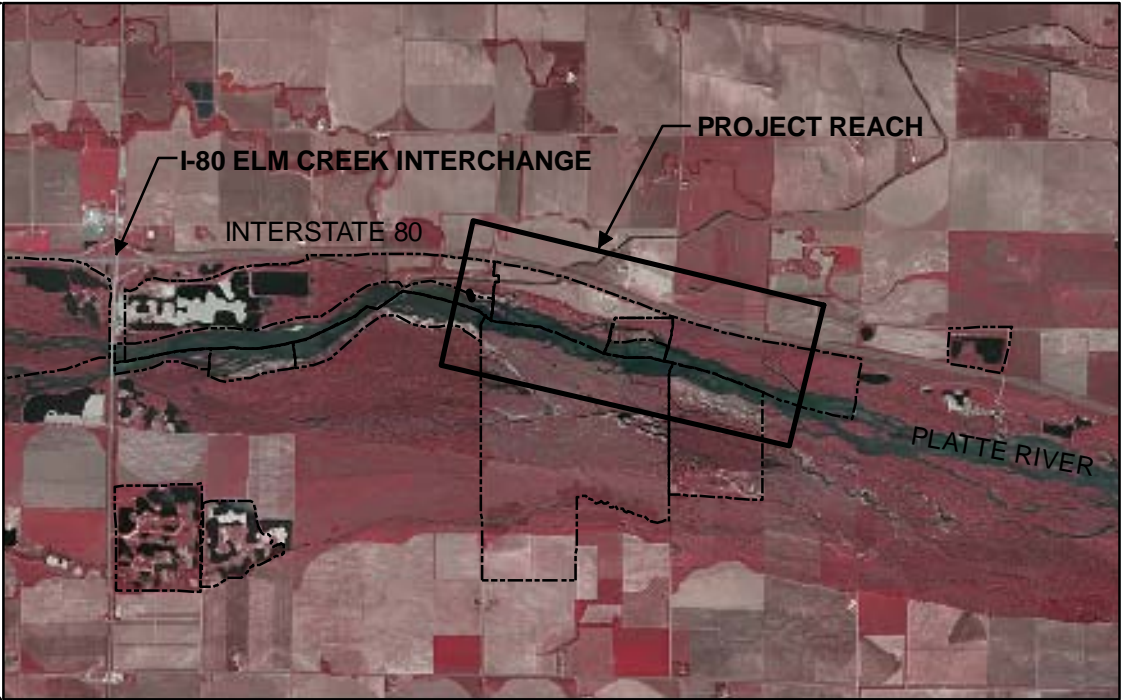
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

**ELM CREEK COMPLEX
RIVER ISLAND CONSTRUCTION**

IN BUFFALO COUNTY, NE




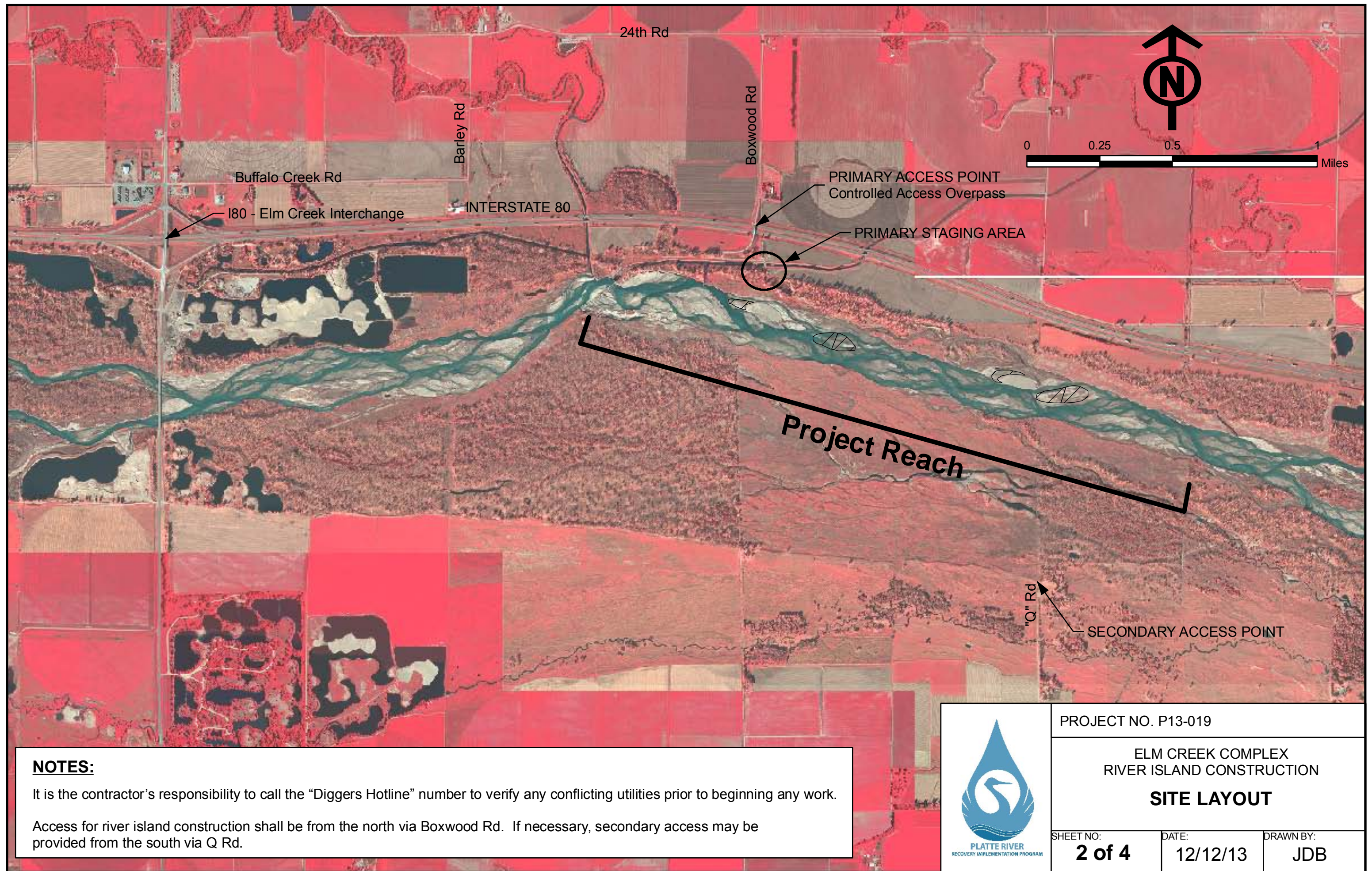
**PROJECT
LOCATION**



- INDEX**
- 1 COVER SHEET
 - 2 SITE LAYOUT
 - 3 ISLAND CONSTRUCTION
 - 4 SURVEY PINS

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

	PROJECT NO. P13-019		
	ELM CREEK COMPLEX RIVER ISLAND CONSTRUCTION COVER SHEET		
	SHEET NO: 1 of 4	DATE: 12/12/13	DRAWN BY: JDB



NOTES:

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

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



PROJECT NO. P13-019

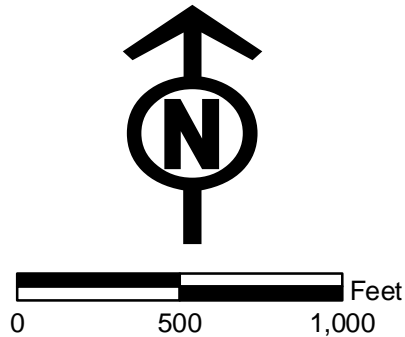
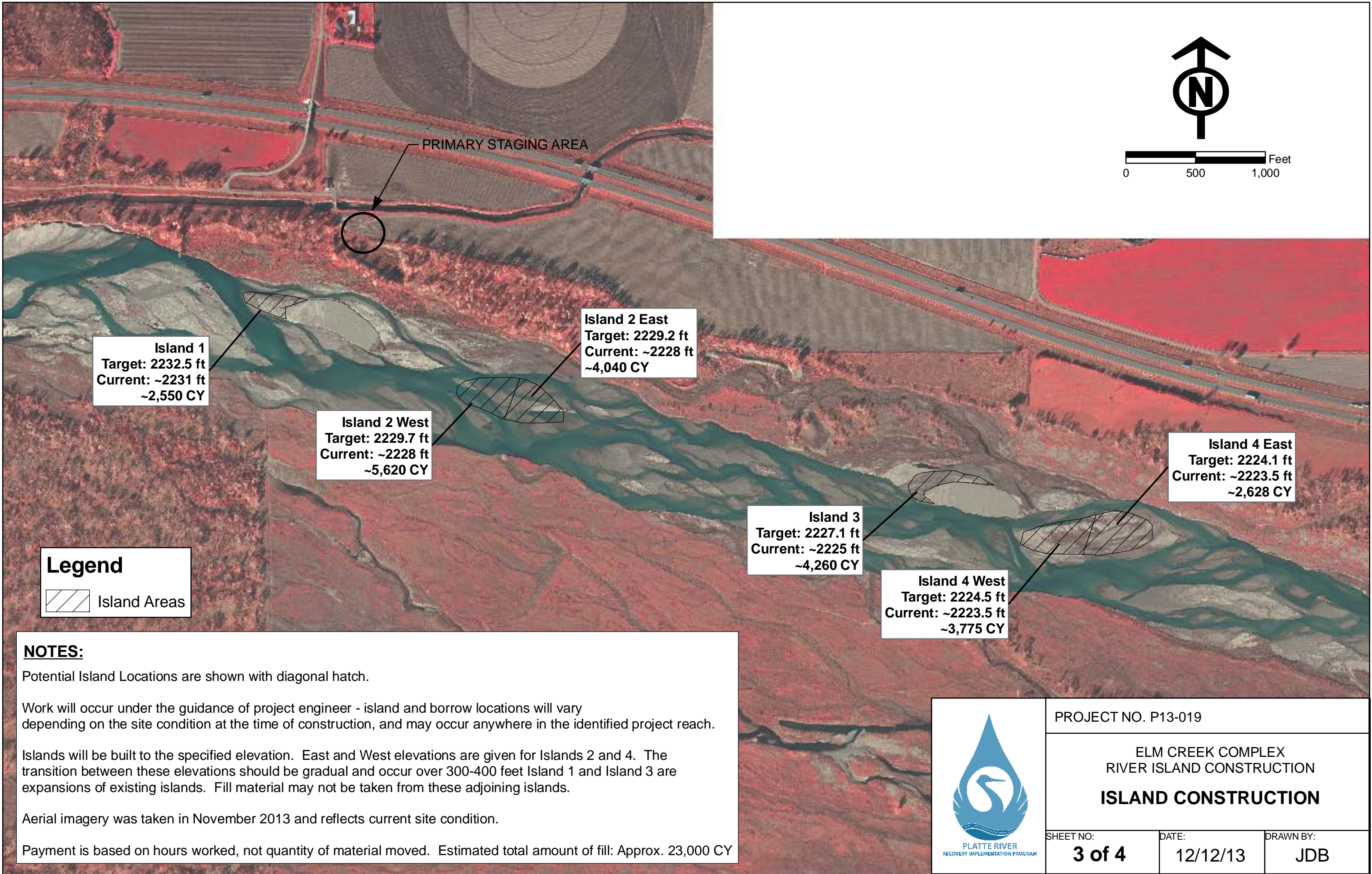
ELM CREEK COMPLEX
RIVER ISLAND CONSTRUCTION

SITE LAYOUT

SHEET NO:
2 of 4

DATE:
12/12/13

DRAWN BY:
JDB



Island 1
Target: 2232.5 ft
Current: ~2231 ft
~2,550 CY

Island 2 East
Target: 2229.2 ft
Current: ~2228 ft
~4,040 CY

Island 2 West
Target: 2229.7 ft
Current: ~2228 ft
~5,620 CY

Island 3
Target: 2227.1 ft
Current: ~2225 ft
~4,260 CY

Island 4 East
Target: 2224.1 ft
Current: ~2223.5 ft
~2,628 CY

Island 4 West
Target: 2224.5 ft
Current: ~2223.5 ft
~3,775 CY

Legend

 Island Areas

NOTES:


Potential Island Locations are shown with diagonal hatch.

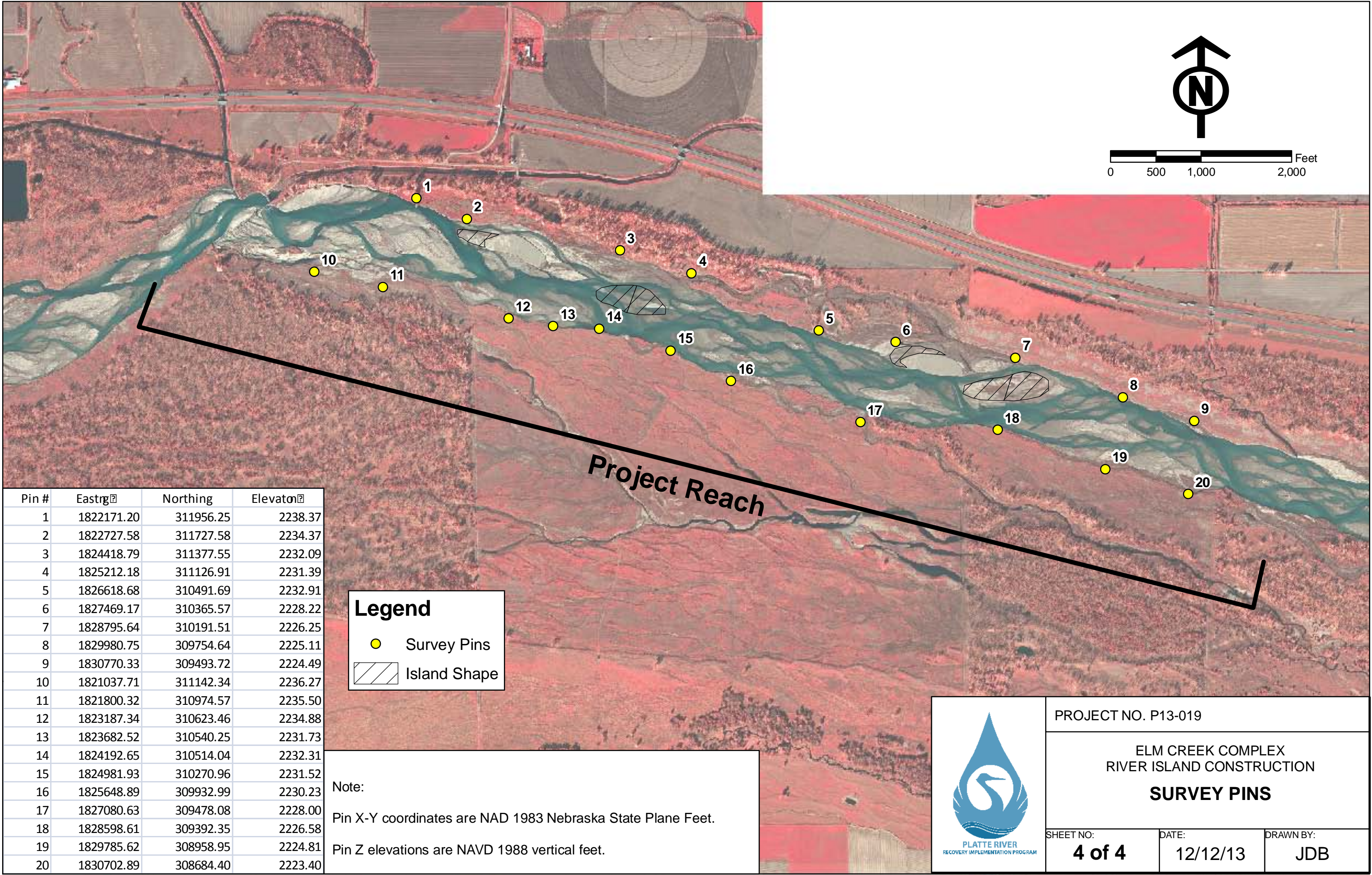
Work will occur under the guidance of project engineer - island and borrow locations will vary depending on the site condition at the time of construction, and may occur anywhere in the identified project reach.

Islands will be built to the specified elevation. East and West elevations are given for Islands 2 and 4. The transition between these elevations should be gradual and occur over 300-400 feet Island 1 and Island 3 are expansions of existing islands. Fill material may not be taken from these adjoining islands.

Aerial imagery was taken in November 2013 and reflects current site condition.

Payment is based on hours worked, not quantity of material moved. Estimated total amount of fill: Approx. 23,000 CY

	PROJECT NO. P13-019		
	ELM CREEK COMPLEX RIVER ISLAND CONSTRUCTION ISLAND CONSTRUCTION		
	SHEET NO: 3 of 4	DATE: 12/12/13	DRAWN BY: JDB





PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM REQUEST FOR QUOTES

PROJECT: 2013 Elm Creek Complex River Island Construction (P13-019)
LOCATION: Elm Creek Complex
NEAR: Platte River near Elm Creek, NE
REQUEST DATE: January 28, 2014
CLOSING DATE: February 4, 2014 – 5:00 pm central time
POINT OF CONTACT: Justin Brei
 Headwaters Corporation
 4111 4th Ave, Suite 6
 Kearney, NE 68845
breij@headwaterscorp.com

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

THIS QUOTE SUBMITTED ON DATE: _____

NOTE: Prices requested are hourly rates for equipment and operators. The project is estimated to take 140-180 equipment hours (approx. 2 weeks with 2 dozers). Payment will be made on actual hours worked, which may be more or less than the estimate.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price
1	Total Mobilization/Demobilization	LS	1	\$_____
2	Dozer Hourly Rate	Hour	140-180	\$_____
3	Excavator Hourly Rate	Hour	_____	\$_____
4	Scraper Hourly Rate	Hour	_____	\$_____
5	_____ Rate (optional)	Hour	_____	\$_____
6	_____ Rate (optional)	Hour	_____	\$_____

PROJECT DURATION:

The Contractor, under this agreement, shall commence this work as soon as possible upon receipt of NOTICE TO PROCEED (anticipated around December 30). Work should be completed as soon as possible, but prior to March 1, 2014.

EQUIPMENT LIST

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

THIS BID SUBMITTED BY:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

CONTACT INFORMATION:

Bidder's Business Address: _____

Phone: _____ Facsimile: _____



PROJECT SPECIFICATIONS

PART 01 GENERAL

1.1 SUMMARY

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

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

1.1.3 Schedule of Work: The performance period of this Contract shall be from date of award through March 1, 2014.

1.2 LIABILITY/INSURANCE

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

1.3 QUALITY ASSURANCE

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

1.4 PROJECT/SITE CONDITIONS

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

PART 02 ISLAND BUILDING

2.1 SUMMARY

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

Related Section: General Information and Requirement Section 01

2.2 PROJECT/ SITE CONDITIONS

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

PART 03 PRODUCTS

3.1 RIVER ISLANDS

3.1.1 River islands created through this project shall be to the specifications as defined by the project engineer during construction. The amount, size, and location of islands will be subject to the site conditions at the time of construction. Finished islands should be smooth and relatively free of live or dead vegetation. Island locations are identified on Sheet 3. Islands 1 and 3 are expansions of existing islands, and material may not be taken from the adjoining island.

3.2 EQUIPMENT

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

PART 04 EXECUTION

4.1 MOBILIZATION

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

4.2 ISLAND CREATION

4.2.1 Work will occur under the guidance of the project engineer. Contractor will make every effort to build islands as designed. Project engineer will work with contractor to identify island locations and borrow areas, and will define parameters of islands (such as height and area) as work progresses if site conditions change significantly.

PART 05 MEASUREMENT AND PAYMENT

5.1 MOBILIZATION/DEMOBILIZATION

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

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

5.2 ISLAND CREATION

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

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

PART 06 SAMPLE CONTRACT

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



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

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

1. Parties.

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

2. Purpose.

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

3. Payments

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

Mobilization \$_____ (lump sum)

Dozer: \$_____ / hr

Excavator: \$_____ / hr

_____: \$_____ / hr

_____: \$_____ / hr

Payments will be made according to the following schedule:

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

B. Terms of Payment: Invoices for services indicating the completed units for each bid item under this contract must be presented to the Program’s Billing Point of Contact (contact information follows). Invoices should be presented according to the payment schedule above.



Upon receiving a reimbursement request from the Contractor, the Program's Billing Point of Contact will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Contractor within 30 days. Bills are due within 60 days after the billing date.

Billing Point of Contact (Program):

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

4. Term of Contract

This contract shall begin on February 7, 2014 ("Commencement Date") and shall remain in effect until March 1, 2014 ("Expiration Date"), or until the work required is satisfactorily completed, whichever comes first. Any extension beyond the Expiration Date must be in writing and signed by the Program.

5. Performance of Work.

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

6. Liability Insurance

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

7. Termination and Remedies

The Program may cancel this contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In



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

8. Independent Contractor

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

9. Assignment/Subcontract

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

10. Ownership of Documents and Data

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

11. Publicity.

Any publicity or media contact associated with the Contractor's services and the result of those services provided under this Agreement shall be the sole property and responsibility of



the Program. Media requests of the Contractor should be directed to the Program's Media Point of Contact.

12. Notices

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

13. Binding Effects/Amendments

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

14. Contacts

Administrative Point of Contact (Foundation):

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

Admin. Point of Contact (Program):

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

Technical Point of Contact (Program):

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

Administrative and Technical Point of Contact (Contractor):

Contractor Contact
Contractor
Address
City, ST ZIP
Phone:



IN WITNESS WHEREOF, the Parties have executed this Agreement.

Nebraska Community Foundation

Contractor

By _____
DIANE M. WILSON, Chief Financial and
Administrative Officer

By _____
Contractor, Title

Date: _____

Date: _____



Exhibit A: PROJECT PLANS AND SPECIFICATIONS