

Memorandum

To: Programs, Projects and Operations Subcommittee
From: Amanda Grint, Water Resources Engineer
Date: December 31, 2019
Re: Contract with Dykon Explosive Demolition Explosive Demolition Corp. for Ice Jam Explosive Services

Beginning in 2008, the District Board has contracted with Dykon Explosive Demolition Corporation (Dykon) to perform explosives services in response to ice jams on the Platte River. This contract fulfills the District's responsibility to the Interlocal Cooperation Act Agreement – Platte River Ice Jam Removal dated 1994 and amended in 1996 and 2009, which places the Papio NRD in charge of administering an explosives contract for ice jams within a certain reach of the Lower Platte and Elkhorn Rivers.

Due to the specific nature of this work and the extensive effort to verify and put in place liability insurance requirements for explosives as well as the helicopter services, staff believes Dykon to be the best qualified contractor for the ice jam demolition. Ice jams in the last few years have led to the execution of the contract right up to the point of explosives and therefore, Dykon has proven to be reliable and capable of accomplishing this unique task.

The highlights of the proposed contract are listed below:

- Dykon's annual retainer will increase from \$2,000 to \$7,000 to include a retainer for the helicopter pilot along with all the necessary Federal Aviation Administration permits and certifications.
- Stand-by notice means the District expects to issue a Mobilization Notice. The time between Stand-by notice and Mobilization Notice must be at least 72 hours.
- Mobilization Notice means that the explosives work will begin within as soon as practical.
- Dykon personnel are paid on a unit price rate (Exhibit A) that can be updated each year with a \$10,000 advance issued on Mobilization Notice.
- Helicopter services, professional services including a pre-blast survey and seismic monitoring, and explosives materials shall be paid on a unit price rate (Exhibit B and Exhibit C) which may be updated each year.
- The District will be responsible for reimbursing Dykon for additional premiums necessary to secure USH&L (Longshoreman's) Worker Compensation coverage, deductible for Commercial General Liability Insurance and expenses.
- This contract would be in place for five years beginning January 2020.

It is management's recommendation that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed contract for explosive services with Dykon Explosive Demolition Corporation for Platte River Ice Jam Removal, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

CONTRACT FOR EXPLOSIVE SERVICES

THIS CONTRACT (hereinafter referred to as “this Contract”) is entered into as of the _____ day of _____ 2020, by and between **DYKON EXPLOSIVE DEMOLITION CORPORATION** (hereinafter referred to as “the CONTRACTOR”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “the DISTRICT”).

WHEREAS, an agreement entitled “Interlocal Cooperation Act Agreement - Platte River Ice-jam Removal” (hereinafter referred to as “the Interlocal Agreement”) has been entered into by and among the DISTRICT, the Lower Platte North Natural Resources District, the Lower Platte South Natural Resources District, the County of Cass, the County of Douglas, the County of Sarpy, and the County of Saunders, all in the State of Nebraska; and,

WHEREAS, the Interlocal Agreement was made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.) and the Nebraska Disaster and Civil Defense Act (§§81-829.36 to 81-829.68, R.R.S., 1943), such agreement providing for the institution and implementation of an interjurisdictional plan for dealing with ice-jams in and along the lower Platte River, South of the limits of the City of Fremont, Nebraska; and,

WHEREAS, under the Interlocal Agreement, the DISTRICT may employ persons, firms or corporations to remove ice-jams and thereby release impounded flood waters in the Contract Reach of the Platte River, using explosives.

NOW, THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of their mutual promises hereinafter set forth, do hereby agree as follows:

I. DEFINITIONS. As used in this Contract:

- A. “Contract Reach” shall mean that portion of the lower Platte River lying South of the limits of the City of Fremont, Nebraska, and North of the confluence of the Platte and Missouri Rivers; the portion of the Elkhorn River located in Sarpy County, Nebraska; and, the portion of the Salt Creek located within one-half mile of its confluence with the Platte River.
- B. “Contract Season” shall mean the entire months of January, February, March, and April during the Term of this Contract.
- C. “Explosive Materials” shall mean explosives, blasting agents, and detonators, as defined by Neb.Rev.Stat. § 28-1213.
- D. “Explosives Handlers” shall mean persons employed by, or supervised by the CONTRACTOR, who are assigned to a helicopter landing/staging area for the purpose of assembling explosive charges from Explosive Materials delivered to the landing/staging area by the CONTRACTOR.
- E. “General Manager” shall mean the duly appointed General Manager of the DISTRICT or, in his or her absence, the duly appointed Assistant General Manager of the DISTRICT. The General Manager shall have complete authority to designate Project Ice-jams, transmit the DISTRICT’s notices and instructions pursuant to this Contract, receive information, interpret and define the DISTRICT's policies, and make decisions with respect thereto.
- F. “Mobilization Notice” shall mean a notice by the DISTRICT to the CONTRACTOR, verbally or in writing, advising the CONTRACTOR that the DISTRICT has designated one or more ice-jams in the Contract Reach as Project Ice-jams for break-up by the CONTRACTOR using explosives pursuant to this Contract. Such notice may be given to the CONTRACTOR verbally in person, verbally by telephone, by fax message transmitted to the

fax phone number, if any is set out below or later provided by the CONTRACTOR, or by a writing delivered to the CONTRACTOR or to the CONTRACTOR's address set out below.

G. "Project Ice-jam" shall mean each geographically separate ice-jam in the Contract Reach which the DISTRICT or its General Manager shall designate for break-up by the CONTRACTOR's use of explosives pursuant to this Contract.

H. "Stand-by Notice" shall mean a notice by the DISTRICT to the CONTRACTOR advising the CONTRACTOR that the DISTRICT expects to issue a Mobilization Notice with respect to one or more ice-jams in the Contract Reach. Unless waived in writing by the CONTRACTOR, the DISTRICT shall give a Stand-by Notice to the CONTRACTOR at least 72 hours before giving the CONTRACTOR a Mobilization Notice. Such notice may be given to the CONTRACTOR verbally in person, verbally by telephone, by fax message transmitted to the fax phone number, if any is set out below or later provided by the CONTRACTOR, or by a writing delivered to the CONTRACTOR or to the CONTRACTOR's address set out below.

I. "Term of this Contract" shall mean the five-year period commencing as of January 1, 2020.

II. CONTRACTOR RETAINED. The DISTRICT hereby retains the CONTRACTOR, and the CONTRACTOR hereby agrees to be retained by the DISTRICT, to use explosives to break up those ice-jams which the General Manager may designate from time to time as Project Ice-jams, such work to be carried out by the CONTRACTOR at such times during the term of this Contract, and at such locations in the Contract Reach, as the General Manager shall specify, all in accordance with the provisions of this Contract.

III. TIME OF PERFORMANCE. Detonation of charges of Explosive Materials on a Project Ice-jam by the CONTRACTOR pursuant to this Contract shall commence as soon as reasonably practical after the DISTRICT has given a Mobilization Notice to the CONTRACTOR; and, the CONTRACTOR's use of explosives to break-up such Project Ice-jam will continue until such ice-jam has been removed to the satisfaction of the General Manager of the DISTRICT, or Assistant General Manager in his/her absence, or until he or she directs the CONTRACTOR to terminate such effort.

IV. CONTRACTOR'S SERVICES. The CONTRACTOR's services shall include the following:

A. The CONTRACTOR shall acquire and transport to the helicopter landing/staging area all Explosive Materials necessary for the assembly of explosive charges used by the CONTRACTOR pursuant to this Contract.

B. The CONTRACTOR shall be required to employ and to provide all Explosives Handlers who may be necessary to enable the CONTRACTOR to carry out this Contract; provided, however, prior to allowing any such Explosives Handlers to commence any activities under this Contract, the CONTRACTOR shall submit to the DISTRICT written proof that such Explosives Handlers are covered by workers' compensation insurance, as required by this Contract.

C. The CONTRACTOR shall supervise and direct the Explosives Handlers in the assembly of charges containing Explosive Materials, in the loading of such charges in the CONTRACTOR's helicopter, and in the disassembly of unused charges.

D. The CONTRACTOR shall provide or cause to be provided at least one certified and airworthy helicopter, together with such licensed pilot(s) and

fuel as may be required to operate such aircraft, to enable the CONTRACTOR to effectively place and detonate charges of Explosive Materials to carry out this Contract. The proposal from Hexagon Helicopters is attached hereto as Exhibit "C" for information purposes only. The DISTRICT has no direct contractual obligation or responsibility to Hexagon Helicopters under this Contract.

- E. The CONTRACTOR shall provide all such other personnel, vehicles, equipment, and materials as may be necessary to enable the CONTRACTOR to carry out this Contract with the exception of materials provided by the DISTRICT under the provisions of this Contract.

- V. HELICOPTER LANDING/STAGING AREAS. The DISTRICT, at the DISTRICT's cost and expense, will provide at least one helicopter landing/staging area within a 5-mile radius of each Project Ice-jam for the CONTRACTOR's use, together with rights of ingress and egress to and from such landing/staging area. The DISTRICT shall also provide a tent and sand bags for the CONTRACTOR to use in assembling the Explosive Materials in a staging area. The CONTRACTOR, at the CONTRACTOR's own cost and expense, may procure such additional landing/staging areas, with accompanying rights of ingress and egress, as the CONTRACTOR determines are necessary or convenient for the CONTRACTOR's operations. The CONTRACTOR will allocate a safe location at each landing/staging area for the DISTRICT's portable office facilities.

- VI. AVAILABILITY. At all times during the Contract Seasons during the Term of this Contract, the CONTRACTOR shall have all vehicles, equipment and materials necessary to the CONTRACTOR's performance of this Contract readily available for CONTRACTOR's performance of this Contract.

- VII. METHODS AND TECHNIQUES. The CONTRACTOR's methods and techniques for acquiring, assembling, loading, transporting, placing and detonating explosives charges shall be in compliance with all applicable County, State and Federal laws, codes and regulations; and the CONTRACTOR's services under this Contract will be performed in a good and workmanlike manner.
- VIII. NO WARRANTIES OF SUCCESS. The CONTRACTOR agrees to use his, her, or its best efforts to break-up Project Ice-jams using Explosive Materials; however, nothing herein contained shall be deemed to constitute a covenant or warranty by the CONTRACTOR that all Project Ice-jams will be successfully broken up by the CONTRACTOR.
- IX. EXPLOSIVE CHARGES. The CONTRACTOR shall be responsible for determining the size and power of the Explosive Materials to be used to break up Project Ice-jams, based on information provided by the General Manager and on the CONTRACTOR's experience and expertise. Charge size and power shall be reduced or increased as necessary to optimize the effectiveness thereof in removing Project Ice-jams.
- X. OVERNIGHT STORAGE. The DISTRICT, at the DISTRICT'S own expense, shall provide a secure location for the overnight storage of the vehicles, equipment, and materials as may be necessary to enable the CONTRACTOR to carry out this Contract.
- XI. CERTIFICATIONS, LICENSES AND PERMITS. The CONTRACTOR, at the CONTRACTOR's own expense, shall obtain, and continuously during the term of this Contract shall possess and exhibit to the DISTRICT on request, all Federal and Nebraska State certifications and licenses as may be required by law to enable the CONTRACTOR to lawfully carry out all of the CONTRACTOR's obligations under this Contract, including but not limited to approvals, permits and/or notifications

required by the U. S. Federal Aviation Administration. Within 24 hours after a request of the DISTRICT, made from time to time during the term of this Contract, the CONTRACTOR shall provide the DISTRICT with true and correct copies of all such Federal and State certifications and licenses obtained by the CONTRACTOR which are then in effect. Notwithstanding the forgoing, the CONTRACTOR may, with respect to the permits required by 18 U.S.C. Chapter 40 and Neb. Rev. Stat. § 28-1229 from the Nebraska State Patrol and to the extent permitted by applicable law, coordinate with a Supplier or other person or entity (a "SUPERVISOR") that holds such permits to have such SUPERVISOR supervise CONTRACTOR as CONTRACTOR carries out its obligations under this Contract to enable the CONTRACTOR to lawfully carry out all of the CONTRACTOR's obligations under this Contract. Fees for a SUPERVISOR's services will be paid as outlined in the price proposal attached to this Contract as Exhibit "B", incorporated herein by reference, and more particularly described in Section XIII(C) of this Contract. The DISTRICT, at the DISTRICT's own expense, will secure all required permits or licenses required by the U. S. Fish and Wildlife Service, the Nebraska Game and Parks Commission, and local governmental entities.

- XII. PUBLIC NOTIFICATIONS. The DISTRICT is responsible for giving all notifications as may be required by law to enable it to lawfully carry out its obligations under this Contract, including but not limited to notifications to fire protection districts under Neb.Rev.Stat. § 28-1233. If required by the CONTRACTOR'S commercial general liability insurer, CONTRACTOR is also responsible for obtaining a timely pre-blast survey from a qualified subcontractor (having professional liability insurance) of all adjacent improvements and visible utilities; and for preparing a seismic/vibration impact study to determine acceptable vibrations to adjacent structures based on U.S. Bureau of Mines Criteria.

XIII. INDEPENDENT CONTRACTOR STATUS. Nothing in this Contract shall create an employment contract between the DISTRICT and the CONTRACTOR or between the DISTRICT and the CONTRACTOR's subcontractors; including but not limited to any Explosives Handlers and aircraft pilots retained by the CONTRACTOR, and the parties agree and stipulate that, in the relationship between the DISTRICT and the CONTRACTOR pursuant to this Contract, the CONTRACTOR shall be deemed to be an independent contractor.

XIV. COMPENSATION. The CONTRACTOR shall be compensated by the DISTRICT as follows:

- A. In the amount of Seven Thousand Dollars (\$7,000) as a retainer for each Contract Season during the Term of this Contract being for a term of five years; and,
- B. For time expended by the CONTRACTOR on Project Ice-jam break-up at the fixed unit rates specified in the CONTRACTOR's plan for operations attached to this Contract as Exhibit "A" and incorporated herein by reference; a \$10,000 advance against such compensation to be payable to the CONTRACTOR at the time a Mobilization Notice is given; and,
- C. For (1) helicopter services, (2) professional services consisting of a pre-blast survey and seismic/vibration impact study if required by the CONTRACTOR'S commercial general liability insurer, and (3) Explosive Materials expended by the CONTRACTOR on Project Ice-jam break-up at the CONTRACTOR's actual costs plus ten percent (10%) of such costs, which costs shall not be greater per unit than the unit prices specified in the price proposal which the CONTRACTOR agrees to provide annually or more frequently if applicable, the form of which proposal shall be as attached to this Contract as Exhibit "B" and incorporated herein by reference; and,

- D. For partial reimbursement of premiums required to be expended by the CONTRACTOR for Commercial General Liability Insurance pursuant to this Contract during a Contract Season, such partial reimbursement to be equal to five percent (5%) (or such other percentage as CONTRACTOR'S insurer shall require) of the compensation earned by the CONTRACTOR under this Contract for time expended during the Contract Season covered by such insurance, less the annual retainer provided above.
 - E. For full reimbursement of any deductible amount required to be expended by the CONTRACTOR pursuant to Commercial General Liability Insurance.
 - F. For full reimbursement of additional premiums for USL&H coverage required by this Contract paid by CONTRACTOR and its subcontractors.
 - G. For full reimbursement of the CONTRACTOR's reasonable expenses for travel and lodging actually incurred in response to a Mobilization Notice given by the DISTRICT pursuant to this Contract.
 - H. For reimbursement of the CONTRACTOR's meals and incidentals consumed by CONTRACTOR's employees following the issuance of a Mobilization Notice given by the DISTRICT pursuant to this Contract, the DISTRICT shall pay to CONTRACTOR a per diem rate for each employee who travels to perform services for the DISTRICT for each day of said travel. The per diem rate shall be the Meals and Incidental Expenses (M&IE) rate established by the United States General Services Administration for Douglas County, Nebraska.
- XV. INVOICES. Except as to premiums for workers' compensation insurance provided under subparagraph D of the preceding paragraph and for Comprehensive General Liability Insurance provided under subparagraph E of the preceding paragraph, invoices for compensation due to the CONTRACTOR under this

Contract will be submitted by the CONTRACTOR to the DISTRICT and are due and payable by the DISTRICT within 30 days after receipt of the CONTRACTOR's invoice. Unpaid balances shall be subject to an additional interest charge at the rate of one percent (1%) per month after 30 days from date of invoice. In addition, if payment by the DISTRICT is not received within 30 days of billing date, after seven days written notice to the DISTRICT, the CONTRACTOR may suspend services without liability until the DISTRICT has paid in full all amounts due the CONTRACTOR.

XVI. INSURANCE. The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR has obtained, all insurance required under this Contract. Nor shall the CONTRACTOR allow any Subcontractor to commence work on any Subcontract under this Contract until the same insurance requirements have been complied with by each such Subcontractor.

XVII. CONTRACTOR'S INSURANCE REQUIREMENTS. The CONTRACTOR shall at all times during each Contract Season within the term of this Contract, provide and maintain the following types of insurance protecting the interest of the CONTRACTOR, and naming the DISTRICT as an Additional Insured (or naming the DISTRICT as an alternate employer in the case of workers compensation), with limits of liability of not less than those set forth below. Such insurance policies and the policy-issuing company or companies shall be subject to approval by the DISTRICT.

A. If the CONTRACTOR (or any subcontractor) employs any Explosives Handlers pursuant to this Contract, or employs any other persons to perform work pursuant to this Contract, then the CONTRACTOR shall provide and maintain insurance to cover full USL&H liability in limits not less than the statutory amount and workers' compensation insurance to cover full liability under the workers' compensation laws of the state in which they are

employed with Employer's liability coverage in limits not less than the statutory amount. This insurance must be endorsed with Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise, from the DISTRICT.

- B. Commercial General Liability Insurance, including insurance for Hazards of Premises, and affording coverage for explosion, collapse, and underground. Such coverage shall include a "Broad Form Comprehensive Liability Endorsement" including, but not limited to, endorsements for: Blanket Contractual, Personal injury, and "Broad Form Property Damage" including Completed Operations. The CONTRACTOR shall require all of its Subcontractors to comply with the insurance contained in this paragraph.
- C. Automobile Liability Insurance covering all owned, non-owned and hired automobiles. The CONTRACTOR shall require all of its Subcontractors to comply with the insurance contained in this paragraph.
- D. Notwithstanding anything to the contrary in this Contract, CONTRACTOR shall be required only to provide and maintain or cause its Subcontractors to provide and maintain Aircraft Liability insurance covering all owned, non-owned and hired helicopters and other aircraft used by the CONTRACTOR, or any of the CONTRACTOR's subcontractors, for purposes of this Contract. The certificate issued for such insurance shall expressly identify this Contract as an insured activity and as reflecting the contractually-assumed liability.
- E. Limits of Liability for the Insurance of the CONTRACTOR described in subparagraphs B, and C, above, shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, and limits of liability for the insurance of Subcontractors also shall be a minimum \$1,000,000 per occurrence and \$2,000,000 aggregate. Limits of Liability for the insurance

of the CONTRACTOR'S subcontractor providing aircraft services, described in subparagraph D, shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.

- F. Excess Liability Insurance can be used in combination with primary coverages to satisfy policy limits set out, above.
- G. Professional liability insurance with "per occurrence" limits of at least \$1,000,000, insuring the Subcontractor performing the afore-mentioned pre-blast survey of all adjacent improvements and visible utilities and the afore-mentioned seismic/vibration impact study.
- H. All policies of insurance required by this Contract must contain endorsed provisions obligating the respective insurance companies to give not less than thirty (30) days' written notice by registered mail to the DISTRICT prior to the effective date of any cancellation or change which would negate or diminish coverage or limits of such policies, regardless of whether such cancellation or change is initiated by the insurance company or by instructions of the insured.
- I. All insurance policies obtained by the CONTRACTOR in compliance with the requirements of subparagraphs B, C, and D, above, shall name the DISTRICT as an additional insured on a primary, non-contributing basis.
- J. Within 14 days after this Contract has been executed by the parties, or before the CONTRACTOR commences services under this Contract, whichever is sooner, the CONTRACTOR and all Subcontractors shall furnish Certificates of Insurance satisfactory to the DISTRICT from each carrier evidencing that insurance as required by this Contract is in force. Such certificate shall state the policy number(s), dates of expiration and limits of liability thereunder, and shall certify the cancellation or change notice provisions required in subparagraph H, above. On request of the

DISTRICT, the CONTRACTOR shall provide copies of the insurance policies certified on such certificates.

- K. The CONTRACTOR shall incorporate all the provisions of this paragraph as contractual requirements of any subcontract for helicopter services or for any other subcontract let by the CONTRACTOR in connection with this Contract, in such manner as to require the same to be done in all tiers of contracts let thereunder.
- L. Nothing contained in this paragraph shall be construed as limiting the extent of the CONTRACTOR's responsibility for payment of damages resulting from the CONTRACTOR's operations under this Contract; and, subject to the following paragraph, the CONTRACTOR agrees that the CONTRACTOR alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by applicable law or regulation.
- M. All insurance required by this Contract to be purchased and maintained by the CONTRACTOR or any subcontractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Nebraska to issue insurance policies for the limits and coverages so required.
- N. In addition to the insurance required to be provided by CONTRACTOR, the DISTRICT, at the DISTRICT's option, may purchase and maintain at the DISTRICT's expense the DISTRICT's own insurance as will protect the DISTRICT against claims which may arise from operations under this Contract.

XVIII. INDEMNIFICATIONS AND WAIVERS. To the extent of liability insurance provided by the CONTRACTOR pursuant to Paragraph XVI hereof and otherwise to the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and hold harmless the DISTRICT and its officers, directors,

partners, employees, agents, consultants and subcontractors 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 called for by this Contract, 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, including the loss of use resulting therefrom but only to the extent caused by any intentional or 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 such work or anyone for whose acts any of them may be liable. In any and all claims against the DISTRICT or any of its respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) 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 any of them may be liable, the preceding indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts except CONTRACTOR'S indemnity obligations do not extend beyond liability insurance limits as required.

XIX. WAIVER OF RIGHTS. The DISTRICT and CONTRACTOR intend that all policies of insurance purchased by the CONTRACTOR or any of its subcontractors in accordance with this Contract will protect the DISTRICT, the CONTRACTOR and such Subcontractors (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in

such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

XX. TERMINATION. This Contract may be terminated by the DISTRICT on ninety (90) days' written notice to the CONTRACTOR; or may be terminated by either party upon thirty (30) days' written notice in the event of a substantial failure of the other party to perform its obligations under this Contract through no fault of the terminating party. This Contract may be terminated by the CONTRACTOR on ten (10) days' written notice to the DISTRICT in the event the carrier for the Aircraft Liability Insurance referred to in subparagraph D of Paragraph XVI of this Contract increases the premiums for such insurance solely because of additional risk resulting from aircraft operations pursuant to this Contract and the DISTRICT, within 30 days after receiving notice from the CONTRACTOR of such increase and verification from the carrier as to the cause thereof, declines to pay to the CONTRACTOR, as additional compensation, the amount of such increase in such premiums. This Contract also may be terminated by the DISTRICT on ten (10) days' written notice to the CONTRACTOR in the event the carrier for the Comprehensive General Liability Insurance referred to in subparagraph B of Paragraph XVI of this Contract increases the premiums for such insurance.

XXI. GRATUITIES. The CONTRACTOR represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the DISTRICT with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Contract.

XXII. GOVERNING LAW. This Contract is to be governed by and construed in accordance with the laws of the State of Nebraska.

XXIII. HEADINGS. Headings are used for convenience only and are not to be constructed as limiting contents of any section.

XXIV. ENTIRE AGREEMENT. This Contract contains the entire agreement between the CONTRACTOR and the DISTRICT, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the Contract or the transaction contemplated hereunder.

XXV. WAIVER OF BREACH. Failure of either party to insist upon strict performance of any of the terms of this Contract or to exercise any right or option conferred herein shall not be construed as a waiver of any such terms, rights or options, but the same shall remain in full force and effect.

XXVI. ASSIGNMENT. This Contract is binding on successors and assigns of both parties, and neither party shall assign any rights under or interest in this Contract without the consent of the other party. The CONTRACTOR may, with the DISTRICT's consent, employ Subcontractors in the performance of its obligations under this Contract.

XXVII. NONDISCRIMINATION. During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR, and its subcontractors, shall abide by the requirement of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take

affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origins, sexual orientation, gender identity, protected veteran status or disability.

- B. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origins, sexual orientation, gender identity, protected veteran status or disability.
- C. *Intentionally deleted.*
- D. The CONTRACTOR shall furnish to the DISTRICT's General Manager, upon request, all employment records.
- E. The CONTRACTOR shall take such actions with respect to any subcontractor as may be necessary to enforce the provisions of paragraphs A through G herein, including penalties and sanctions for non-compliance.
- F. The CONTRACTOR shall file and shall cause subcontractors, if any, to file compliance reports with the CONTRACTOR in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the DISTRICT's General Manager. Compliance reports shall contain information as to the employment practices, policies, programs and statistics of the CONTRACTOR and all subcontractors.
- G. The CONTRACTOR shall include the provisions of sub-paragraphs A through F of this paragraph in every subcontract, if any, or purchase order so that such provisions will be binding upon Subcontractors and vendors.

XXVIII. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The DISTRICT and the CONTRACTOR are required and hereby agree to use a federal immigration

verification system to determine the work eligibility status of new employees physically performing services under this Contract within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.

IN WITNESS WHEREOF,

This Contract is executed by the CONTRACTOR on this _____ day of _____, 2020.

Contractor: _____

Address: _____

Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

Email: _____

By _____

This Contract is executed by the DISTRICT on this _____ day of _____, 2020, pursuant to resolution duly adopted by its Board of Directors.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
8901 South 154th Street, Omaha, NE 68138-3621

Phone: (402) 444-6222, Fax (402) 895-6543

By _____
John Winkler, General Manager

PRICE PROPOSAL – EXHIBIT “A”

LABOR

Contractor (per hour, including contract administration) _____

Explosives Supervisor (per hour) _____

Ground Labor (per hour) _____

 Approx # of Laborers _____

Mobilization (Emergency Travel, lump sum) _____

Annual Retainer _____

PRICE PROPOSAL – EXHIBIT “B”

EXPLOSIVES – Cost plus 10%

ANFO (per cwt) _____
Fuse Caps (per 100) _____
Fuses (per meter) _____
Dynamite (per cwt) _____
Delivery (per trip) _____
Permitting/Supervision Requirements _____
Other Materials _____

HELICOPTER SERVICES – Cost plus 10%

Ferry Time (per hour) _____
Operation Time (per hour) _____

PROFESSIONAL SERVICES – Cost plus 10%

Professional pre-blast survey of adjacent improvements
and visible utilities and seismic/vibration impact study _____

USL&H INSURANCE

Cost of USL&H coverage for Contract Season _____

Contractor: _____

Address: _____

Phone: (_____) _____ - _____ **Fax:** (_____) _____ - _____

Email: _____

By _____ **Date:** _____



I am pleased to submit the following proposal to Dykon Explosives Demolition Corp. for aerial helicopter support duties related to potential ice jam activities in Nebraska and surrounding areas as necessary.

Hexagon Helicopters inc. agrees to the following:

Company:

- Maintain FAA approval to carry explosives on board the aircraft.
- Maintain FAA FAR:133 approval for external load operations(cargo hook)

Equipment:

- Four seat helicopter capable of carrying a minimum of 600 lbs. of people and/or cargo
 - Maintained and airworthy in accordance with applicable aviation regulations.
 - Equipped with an external cargo hook.
- Support truck capable of carrying helicopter fuel for a minimum 8 hours flight time.
- Keep explosives wrapping supplies on hand. I.E. large bulk bags, duct tape, rope, carabiners etc. as directed by Dykon.

Personel:

- Provide flight crew that is current and qualified to perform explosives and external load operations.
- Provide ground support crew that is qualified and capable of driving support truck.

Time Frame:

- Available Jan 1 thru april 1.
- report to designated location within 48 hours of initial notification.

Pricing:

-Retainer: 5,000\$ to guarantee availability and to cover time and expense to maintain qualifications.

-Daily Standby: 1500\$/day starting with mobilization call through being released from duties. Includes pilot and one support truck driver.

-Flight time: 800\$/Hr. as shown on "hobbs" meter.

-Mileage: 2.50\$/mile

Hexagon Helicopters Inc.

Brent Wulf

President and Chief Pilot

Dykon Representative

-