

## Memorandum

**To:** Programs, Projects and Operations Subcommittee  
**From:** Paul W. Woodward PE, Groundwater Management Engineer  
**Date:** May 31, 2016  
**Re:** Review and Recommendation of Bids Received for the Aerial Application of Herbicide by Helicopter

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District staff prepared and released bid documents for the aerial application of herbicide by helicopter in the Lower Platte, Elkhorn River and tributaries on May 9, 2016. Public notice of the invitation for bids was published in the Omaha World Herald on May 11<sup>th</sup> and May 18<sup>th</sup>.

Sealed bids were received from two qualified contractors on May 31, 2016 at 2:00 PM. The apparent low bidder is Provine Helicopters with an estimated annual cost to spray 200 acres of \$62,253.75, see bid summary attached. Staff recommends that Provine Helicopters be awarded the attached contract to spray between 150 to 300 acres at the unit prices listed. The contract will be in effect for three years with provisions in the contract for the unit prices to increase every year by the Consumer Price Index.

The District is in the process of amending the current interlocal agreement with Lower Platte South NRD and Lower Platte North NRD to increase the combined annual funding for this work from \$60,000 to \$90,000.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed contract with Provine Helicopters for the aerial application of herbicide by helicopter in the Lower Platte and Elkhorn Rivers and Tributaries, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

## AERIAL APPLICATION OF HERBICIDE BY HELICOPTER BID COMPARISON

PRELIMINARY Estimate						Skycopters, Inc.		Provine Helicopters			
Bid Item	Bid Item Description	Est Annual Qty*	Unit	Unit Price	Total	Unit Price	Bid Price (Quantity x Unit Price)	Unit Price	Bid Price (Quantity x Unit Price)	Unit Price	Bid Price (Quantity x Unit Price)
1A	AERIAL HERBICIDE APPLICATION	25	HR	\$2,500.00	\$ 62,500.00	\$2,150.00	\$ 53,750.00	\$2,045.00	\$ 51,125.00		\$ -
2A	HABITAT HERBICIDE	50	GAL.	\$100.00	\$ 5,000.00	\$97.78	\$ 4,889.00	\$89.70	\$ 4,485.00		\$ -
3A	ARSENAL HERBICIDE	25	GAL.	\$80.00	\$ 2,000.00	\$62.57	\$ 1,564.25	\$110.75	\$ 2,768.75		\$ -
4A	POLARIS HERBICIDE	25	GAL.	\$80.00	\$ 2,000.00	\$57.08	\$ 1,427.00	\$113.00	\$ 2,825.00		\$ -
5A	ANNUAL MOBILIZATION	1	LS	\$10,000.00	\$ 10,000.00	\$3,750.00	\$ 3,750.00	\$1,050.00	\$ 1,050.00		\$ -
TOTAL BASE BID					\$ 81,500.00		\$ 65,380.25		\$ 62,253.75		\$ -
Bid Item	Optional Bid Item Description										
1B	AERIAL PRE-APPLICATION SURVEY	20	HR	\$350.00	\$ 7,000.00	\$950.00	\$ 19,000.00	\$1,100.00	\$ 22,000.00		\$ -
					\$ 7,000.00						

\* Approx annual quantity for spraying 200 acres.

APPARENT LOW BIDDER: Provine Helicopters

21120401-00-PA1-111-101-NR-PROJECT

## INVITATION TO BIDDERS

FOR

**AERIAL APPLICATION OF HERBICIDE BY HELICOPTER  
IN THE LOWER PLATTE AND ELKHORN RIVER AND TRIBUTARIES**

The Board of Directors of the Papio-Missouri River Natural Resources District is requesting sealed bids from qualified parties for the aerial application of herbicide by helicopter as part of the Lower Platte River Vegetation Management program in accordance with adopted purchasing regulations in Chapter 15 of the Director's Policy Manual on file in the principal office of the District or at <http://www.papionrd.org/wp-content/uploads/Directors-Policy-Manual-June-2016.pdf>.

The bid documents are enclosed with this invitation or are on file at the Papio-Missouri River Natural Resources District office located at 8901 S. 154<sup>th</sup> Street, Omaha, NE. Any additional copies of these contract documents may be obtained at the same address, by mail, or electronically upon request. Questions may be directed to Paul Woodward, Groundwater Management Engineer, at 402.315.1772 or [pwoodward@papionrd.org](mailto:pwoodward@papionrd.org).

**Sealed bids addressed to General Manager, Papio-Missouri River Natural Resources District, 8901 S. 154<sup>th</sup> Street, Omaha, NE 68138-3621, and marked "Bid Enclosed – Aerial Application of Herbicide", must be received and on file in such office on or before 2:00 PM on Tuesday, May 31, 2016. The bids to be opened and read by District staff before bidders and the public commencing at 2:00 PM on that same date at the before mentioned address.**

Bidders are requested to submit a Bid Form which is directly responsive to the items, conditions, specifications and other documents referred to in the bid documents. Bidders are to respond to all requests for information and questions as listed in the bid documents. Bidders failing to provide required information will be deemed non-responsive and their proposals will not be considered for award.

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**BID FORM**

PROJECT IDENTIFICATION: Aerial Application of Herbicide by Helicopter

THIS BID IS SUBMITTED TO:

Papio-Missouri River Natural Resources District, Nebraska (P-MRNRD) hereinafter referred to as OWNER.

1. Enter Into Agreement.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form (see Attachment #1) included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER Accepts.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instruments to Bidders. This Bid will remain subject to acceptance for 40 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.

3. BIDDER's Representations.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined and carefully studied the Bidding Documents
- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations and Owner policies and procedures (available on Owner's website, <http://www.papioned.org/about-nrd/policies-and-manuals/>) that may affect costs, progress, performance and furnishing of the Work.
- d. BIDDER does not consider any examinations, investigations, explorations, tests, studies or data to be necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relate to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by OWNER, if any, is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted. Where BIDDER believes it has discovered conflicts, errors, ambiguities or discrepancies in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by OWNER as described in the Instructions to Bidders, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

**AERIAL APPLICATION OF HERBICIDE BY HELICOPTER****BID DOCUMENTS****May 9, 2016**

h. This Bid is genuine and BIDDER has arrived at this Bid independently, and has submitted it without collusion or any direct or indirect agreement with, or in the interest of or on behalf of any other person, firm or corporation or other entity and is not submitted in conformity with any agreement or rules of any group, association, organization, corporation or other entity; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, corporation or other entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER. BIDDER has not colluded and will not collude with any government official employee, agent or evaluator involved with this Bid. Bidder has not taken and will not take any action in the restraint of free competition or designed to limit independent bidding to create an unfair advantage. BIDDER has not paid and will not pay or offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or anything of value to any government official, employee, agent or evaluator based on the understanding that the receiving persons' vote, actions and/or judgments will be influenced thereby. BIDDER has not given and will not give any item of value to any director, employee, evaluator and/or other agent of OWNER.

i. BIDDER acknowledges that no part of the Work will be performed on any of the following federal holidays:

New Year's Day  
Veterans' Day  
Memorial Day

Labor Day  
President's Day  
Christmas Day

Martin Luther King's Birthday  
Thanksgiving Day  
Independence Day

The maximum workweek for performance of the Work is 10 hours per day, Monday through Friday.

j. BIDDER maintains a drug free work place environment to ensure worker safety and workplace integrity and has provided or will provide a copy of its drug free workplace policy to OWNER upon request.

4. Bid Prices. BIDDER must bid all items and will complete the Work in accordance with the Contract Documents for the following price(s):

A. Aerial Application of Herbicide by Helicopter (Estimated annual acres sprayed is between 150 and 300 acres along the "Contract Reaches" shown in Figure 1 (See Attachment #2)).

Item	Description	Unit	Unit Price
1A	AERIAL APPLICATION	HR	\$ _____
2A	HABITAT HERBICIDE	GAL	\$ _____
3A	ARSENAL HERBICIDE	GAL	\$ _____
4A	POLARIS HERBICIDE	GAL	\$ _____
5A	MOBILIZATION	LS	\$ _____

# AERIAL APPLICATION OF HERBICIDE BY HELICOPTER

BID DOCUMENTS

May 9, 2016

## B. Aerial Survey Flights (Optional)

Item	Description	Unit	Unit Price
1B	AERIAL SURVEY	HR	\$ _____

ADDENDUM NO.	DATE RECEIVED	BIDDER INITIAL

BIDDER acknowledges that quantities are not guaranteed and final payments will be based on actual quantities determined as provided in the Contract Documents. **No bid price shall include Nebraska State Sales Tax, as the OWNER is Sales Tax Exempt.**

The OWNER reserves the right to evaluate bids in detail, as provided in this Bid Form, and to award a contract for purchase which the OWNER determines, in its sole discretion, to be in its best interest. The OWNER reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the BIDDER on their proposal, to accept any item or group of items in the proposal. The OWNER reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiations may include, but are not limited to scope of work, schedule, and price.

## 5. Completion

BIDDER accepts the provisions of the Contract Documents as to an annual warranty and retainage in the event of failure to complete the Work within the times specified in the Agreement or to the satisfaction of the OWNER.

## 6. Attached Documents.

The following documents are attached to and made a condition of this Bid, to-wit:

- A. Corporate surety bid bond in the amount of \$3,000, with at least one corporate surety authorized to do business in the State of Nebraska, conditioned upon execution of the Contract in accordance with the BIDDER's Bid, to be in such form acceptable to OWNER in OWNER's sole discretion. BIDDER may, at BIDDER'S option, submit a Cashier's Check, Certified Check, or Money Order in favor of the OWNER and in the amount of \$3,000 in lieu of a bid bond.
- B. Performance bond(s), with at least one corporate surety authorized to do business in the State of Nebraska, having a penalty amount equal to the amount of the Bid and conditioned upon the faithful performance of the transaction contemplated by the Contract Documents and upon payment of labor and materials furnished in connection therewith, in the form (see Attachment #3) included in the Contract Documents.

**AERIAL APPLICATION OF HERBICIDE BY HELICOPTER**

**BID DOCUMENTS**

**May 9, 2016**

**8. Address for Communications.**

Communications concerning this Bid shall be addressed to (provide name, address and telephone number for communications concerning this bid):

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Phone No.: (     )     -    

**9. Defined Terms.**

Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_, 20\_\_.

If BIDDER is:

An Individual

\_\_\_\_\_  
(Individual's name)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: (     )     -    

A Partnership

\_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone No.: (     )     -



**AERIAL APPLICATION OF HERBICIDE BY HELICOPTER**

**BID DOCUMENTS**

**May 9, 2016**

A Corporation

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

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

Attest \_\_\_\_\_  
(Secretary)

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

Phone No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

A Joint Venture

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

47306 MC:pb file 504

**ATTACHMENT #1**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AERIAL APPLICATION OF HERBICIDE BY HELICOPTER  
CONTRACT**

**PROJECT:** Aerial application of herbicide by helicopter in the channels of the Lower Platte and Elkhorn Rivers in the Papio-Missouri River Natural Resources District, Lower Platte North Natural Resources District and Lower Platte South Natural Resources District, and in the channels of defined tributaries.

**THIS CONTRACT** ("this Contract") is entered into and is intended to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("the PMRNRD") and \_\_\_\_\_, ("the CONTRACTOR")

**WHEREAS**, the PMRNRD has entered into an agreement under the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.), such agreement providing for the institution and implementation of an inter-jurisdictional plan for dealing with infestations of *Phragmites Australis*, and other invasive, exotic and noxious, plant species (collectively, "the Target Vegetation") that have invaded channels of the lower Platte River and certain of its tributaries in the PMRNRD, the Lower Platte North Natural Resources District ("LPNNRD"), and the Lower Platte South Natural Resources District ("LPSNRD"); and,

**WHEREAS**, to advance the inter-jurisdictional plan, the PMRNRD desires to employ a qualified contractor to perform the aerial application of herbicide by helicopter upon infestations of the Target Vegetation in the aforementioned channels,

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

**1. DEFINITIONS.** As used in this Contract:

- a)** “Contract Reaches” shall include the channels of the following:
  - i)** The lower Platte River in the PMRNRD, LPNNRD, and LPSNRD;
  - ii)** The Elkhorn River located in the PMRNRD and LPNNRD ;
  - iii)** Shell Creek located in the LPNNRD;
  - iv)** Salt Creek located in LPSNRD; and,
  - v)** Such other tributaries of the lower Platte River, Elkhorn River, Shell Creek or Salt Creek in the PMRNRD, LPNNRD and/or LPSNRD, as designated by the General Manager.
- b)** “Herbicide” shall mean the BASF Corporation’s Habitat® herbicide, BASF Corporation’s Arsenal® herbicide, Nufarm Polaris® herbicide, or a substitute chemical approved by both parties to this Contract.
- c)** “Support Personnel” shall mean all employees of the CONTRACTOR assigned to assist the CONTRACTOR in the field with tasks and processes involved in the aerial application of herbicide by helicopter.
- d)** “General Manager” shall mean the General Manager of the PMRNRD or, in his or her absence, the Assistant General Manager of the PMRNRD. The General Manager shall have authority to designate the locations of infestations of the Target Vegetation in the Project Reaches and communicate the same to the CONTRACTOR, transmit the PMRNRD’S notices and instructions under this Contract, receive information, interpret and define the PMRNRD’S policies, and make decisions with respect thereto.
- e)** “Target Vegetation” shall mean vegetation that the PMRNRD or its General Manager has designated for the aerial application of herbicide by helicopter pursuant to this Contract.
- f)** “Contract Season” shall mean the period from August 15 to October 15 of each year during the Term of this Contract.

**g)** "Term of this Contract" shall mean and be the three (3) calendar years commencing with and including the calendar year in which this Contract becomes effective.

**2. CONTRACTOR RETAINED.** The PMRNRD hereby retains the CONTRACTOR, and the CONTRACTOR hereby agrees to be retained by the PMRNRD, for the aerial application of herbicide by helicopter on infestations of the Target Vegetation designated in writing by the General Manager, at such locations in the Contract Reaches as the General Manager shall specify. The PMRNRD'S designations of the locations of infestations of the Target Vegetation shall be communicated in the form of alpha-numeric coordinates of latitude and longitude; and, the PMRNRD also may communicate to the CONTRACTOR aerial photography depicting locations of designated infestations of the Target Vegetation.

**3. TIME OF PERFORMANCE.** The CONTRACTOR'S aerial application of herbicide by helicopter, on such infestations of the Target Vegetation as the General Manager may designate from time to time, shall be carried out by the CONTRACTOR in the same respective Contract Season during the Term of this Contract.

**4. CONTRACTOR'S SERVICES.** The CONTRACTOR'S services under this Contract shall include the following:

**a)** The CONTRACTOR shall acquire and transport to the helicopter landing/staging area all herbicide and other materials necessary for the aerial application of herbicide by helicopter pursuant to this Contract.

**b)** The CONTRACTOR shall be the sole source of supervision and direction of the CONTRACTOR'S Support Personnel.

**c)** The CONTRACTOR shall provide 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 carry out this Contract.

d) 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.

5. HELICOPTER LANDING/STAGING AREAS. The PMRNRD, at the PMRNRD'S cost and expense, will provide at least one helicopter landing/staging area within a 5 mile radius of each infestation of the Target Vegetation for the CONTRACTOR'S use, together with rights of vehicular and equipment ingress and egress to and from such landing/staging area. The CONTRACTOR, at the CONTRACTOR'S sole 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 space at each landing/staging area for the PMRNRD'S portable or mobile office facilities and equipment.

6. METHODS AND TECHNIQUES. The CONTRACTOR'S methods and techniques for loading, transporting, placing and spraying herbicide 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.

7. NO WARRANTIES OF SUCCESS. The CONTRACTOR agrees to use his/her or its best efforts to eradicate infestations of the Target Vegetation using the proper herbicide. If application of herbicide from the previous Contract Season is determined unsuccessful by the General Manager, the CONTRACTOR agrees to provide one additional application the following Contract Season at the CONTRACTOR'S sole cost and expense. Following up to two aerial applications of herbicide by helicopter, nothing herein contained shall be deemed to constitute a covenant or warranty by the CONTRACTOR that all designated infestations of the Target Vegetation will be successfully or completely eradicated by the CONTRACTOR.

**8. 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 PMRNRD on request, all Federal and Nebraska State permits 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. Within 24 hours after a request of the PMRNRD, made from time to time during the term of this Contract, the CONTRACTOR shall provide the PMRNRD with correct copies of all such Federal and State permits and licenses obtained by the CONTRACTOR pursuant to this paragraph, including without limitation:

- a)** FAA Part 137 Operating Certificate
- b)** Nebraska Dept. of Agriculture Pesticide Applicator License
- c)** DOT 406 spec-certification for tanks on all trucks and all compartments.
- d)** Copy of Label(s) and MSDS sheets for all chemicals to be used to perform the work, and
- e)** Any other permit and/or license the CONTRACTOR, as a professional in the area of aerial application of herbicide, is aware of being a requirement for his/her or its operations and duties under this Contract.

**9. PUBLIC NOTIFICATIONS:** The CONTRACTOR is responsible for giving all notifications as may be required by law to enable it to lawfully carry out CONTRACTOR'S obligations under this Contract.

**10. INDEPENDENT CONTRACTOR STATUS.** Nothing in this Contract shall create an employment contract between the PMRNRD and the CONTRACTOR or between the PMRNRD and CONTRACTOR'S Support Personnel or subcontractors, including but not limited to any aircraft pilots retained by the CONTRACTOR, and the parties agree and stipulate that, in the relationship between the PMRNRD and the CONTRACTOR pursuant to this Contract, the CONTRACTOR shall be deemed to be an independent CONTRACTOR.

**11. COMPENSATION.** For each Contract Season during the Term of this Contract the CONTRACTOR may claim and shall be compensated by the PMRNRD for the sum total of the following:

**a)** Unit costs as specified in the CONTRACTOR's Bid Form, hereby attached as Exhibit "A", necessary for the aerial application of herbicide by helicopter on the Target Vegetation designated by the General Manager during such Contract Season, subject to the following:

**i)** Prior to the commencement of each Contract Season, the CONTRACTOR shall equip the CONTRACTOR'S helicopter with a global positioning satellite-based device, accepted by the PMRNRD in writing prior to its use, that accurately and graphically records the coordinates and course of each spray run in which herbicide is sprayed, and the rate of application. On each such spray run the CONTRACTOR shall actuate the recording function of such device at the commencement of such spraying and shall terminate such recording function when such spraying has ceased during such spray run. When submitting the CONTRACTOR'S invoice for claimed per acre compensation, the CONTRACTOR also shall produce for the PMRNRD'S inspection and copying the aforesaid GPS course and coordinate data, as so recorded, and the CONTRACTOR'S computations of per-acre compensation based thereon, together with such other and further data and information concerning such claim as the PMRNRD may reasonably request.

**ii)** The calendar year in which this Contract is executed shall be considered the base year for such per-acre compensation and, for each calendar year during the Term of this Contract after such base year, the amount of each unit cost shall be increased by the percentage, if any, that the cost of living (CPI-U) for such calendar year exceeded the cost of living (CPI-U) for such base year.

**12. INVOICES.** Invoices for compensation due to the CONTRACTOR under this Contract will be submitted by the CONTRACTOR to the PMRNRD, and shall be accompanied by Releases of Liens and Claims (Attachment 4) executed by any and all

subcontractors engaged by CONTRACTOR for performance under this Contract. Unpaid balances shall be subject to an additional interest charge at the rate of five percent (5%) per annum after 45 days from date of submission of invoice. In addition, if payment by the PMRNRD is not received within 45 days after the date of invoice submission, the CONTRACTOR may suspend services without liability until the PMRNRD has paid in full all amounts due the CONTRACTOR.

**13. RETAINAGE.** The PMRNRD shall withhold five percent (5%) from each invoice for work completed during the Contract Season until July 1<sup>st</sup> of the following year or until the CONTRACTOR has completed, at the CONTRACTOR'S sole cost and expense, a second application of herbicide by helicopter on any area determined to be unsuccessfully treated by the General Manager, whichever is the later.

**14. INSURANCE.** The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR has obtained all insurance required under this Contract, and until written proof of such insurance has been obtained by the CONTRACTOR, submitted to the PMRNRD, and approved by the PMRNRD in writing, such approval not to be withheld or delayed unreasonably. Nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until the same insurance requirements have been complied with by each such subcontractor.

**15. INSURANCE REQUIREMENTS.** At all times during the Contract Seasons provided by this Contract the CONTRACTOR shall provide and maintain the following types of occurrence-based insurance protecting the interest of the PMRNRD and the CONTRACTOR, with limits of liability of not less than those set forth below. Such insurance policies and the policy-issuing companies shall be subject to approval by the PMRNRD.

- a)** If the CONTRACTOR employs any Support Personnel to perform work pursuant to this Contract, the CONTRACTOR shall provide and maintain workers' compensation insurance to cover full liability under the workers' compensation laws of the State of Nebraska 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 PMRNRD. This insurance shall also include "Other States" and "Voluntary Compensation" endorsements.

**b)** The CONTRACTOR shall provide and maintain Comprehensive 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:

- i)** Blanket Contractual;
- ii)** Personal injury coverages A, B, and C with the contractual and employment exclusions deleted;
- iii)** Employees as additional insureds;
- iv)** Incidental Malpractice;
- v)** Extended Bodily Injury; and,
- vi)** "Broad Form Property Damage" including Completed Operations

**c)** The CONTRACTOR shall provide and maintain Automobile Liability Insurance covering all owned, non-owned and hired automobiles and other vehicles used in connection with the CONTRACTOR'S work under this Contract.

**d)** The CONTRACTOR shall 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 or in connection with the CONTRACTOR'S work under this Contract.

**e)** Limits of Liability for the Liability Insurance described in the subparagraphs (b) through (d), above, shall be not less than \$2,000,000 and limits of liability for all Subcontractors shall be \$2,000,000.

**f)** 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 certified mail to the PMRNRD prior to the effective date of any cancellation or change which would negate or diminish coverage or limits of such policies, regardless whether such cancellation or change is initiated by the insurance company or by instructions of the insured.

**g)** All insurance policies obtained by the CONTRACTOR in compliance with the requirements, above, shall name the PMRNRD as a named insured.

**h)** 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 PMRNRD 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, and shall certify the cancellation or change notice provisions required above. On request of the PMRNRD, the CONTRACTOR shall provide copies of the insurance policies certified on such certificates.

**i)** The CONTRACTOR shall incorporate the provisions of this paragraph as contractual requirements of any 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 thereunder.

**j)** 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.

**16. INDEMNIFICATIONS.** The CONTRACTOR shall defend the PMRNRD and indemnify and hold the PMRNRD harmless from and against all claims and causes of action for damages, losses and expenses arising out of or resulting from the CONTRACTOR'S acts, errors or omissions in performance of work under this Contract.

**17. TERMINATION.** This Contract may be terminated by the PMRNRD without cause after ninety (90) days' written notice to the CONTRACTOR; or may be terminated by either party upon forty-five (45) 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.

**18. 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 PMRNRD 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.

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

**20. 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.

**21. 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 PMRNRD'S consent, employ Subcontractors in the performance of its obligations under this Contract.

**22. NONDISCRIMINATION.** During the performance of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability.

**23. SOVEREIGN IMMUNITY.** Nothing in this Contract or in any of the other Contract Documents shall be construed as a waiver of all or any part of, or as in way limiting, the sovereign immunity afforded to Owner pursuant to law.

**24. EMPLOYEE VERIFICATION.** CONTRACTOR shall use a federal immigration verification system to determine the work eligibility status of new employees or subcontractors physically performing work 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.

**25. LIMITATION OF DAMAGES.** To the fullest extent permitted by law, CONTRACTOR and OWNER waives against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Contract, from any cause or causes; provided however, that this waiver does not apply to restrict or limit available insurance or indemnity claims arising from third-party claims.

**26. CONTRACT AMENDMENT.** No amendments to this Contract shall be effective or binding unless such amendment is written and executed by each party hereto.

**27. HEADINGS.** Headings in the text of this Contract are used for convenience only and are not to be constructed as limiting or expanding the contents or coverage of any section.

**IN WITNESS WHEREOF,**

This Contract is executed by the CONTRACTOR on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CONTRACTOR:**

\_\_\_\_\_  
**Address:** \_\_\_\_\_

**By: (signature)** \_\_\_\_\_

**(printed name)** \_\_\_\_\_

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

**Phone:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Fax:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email:** \_\_\_\_\_ @ \_\_\_\_\_

This Contract is executed by the PMRNRD on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

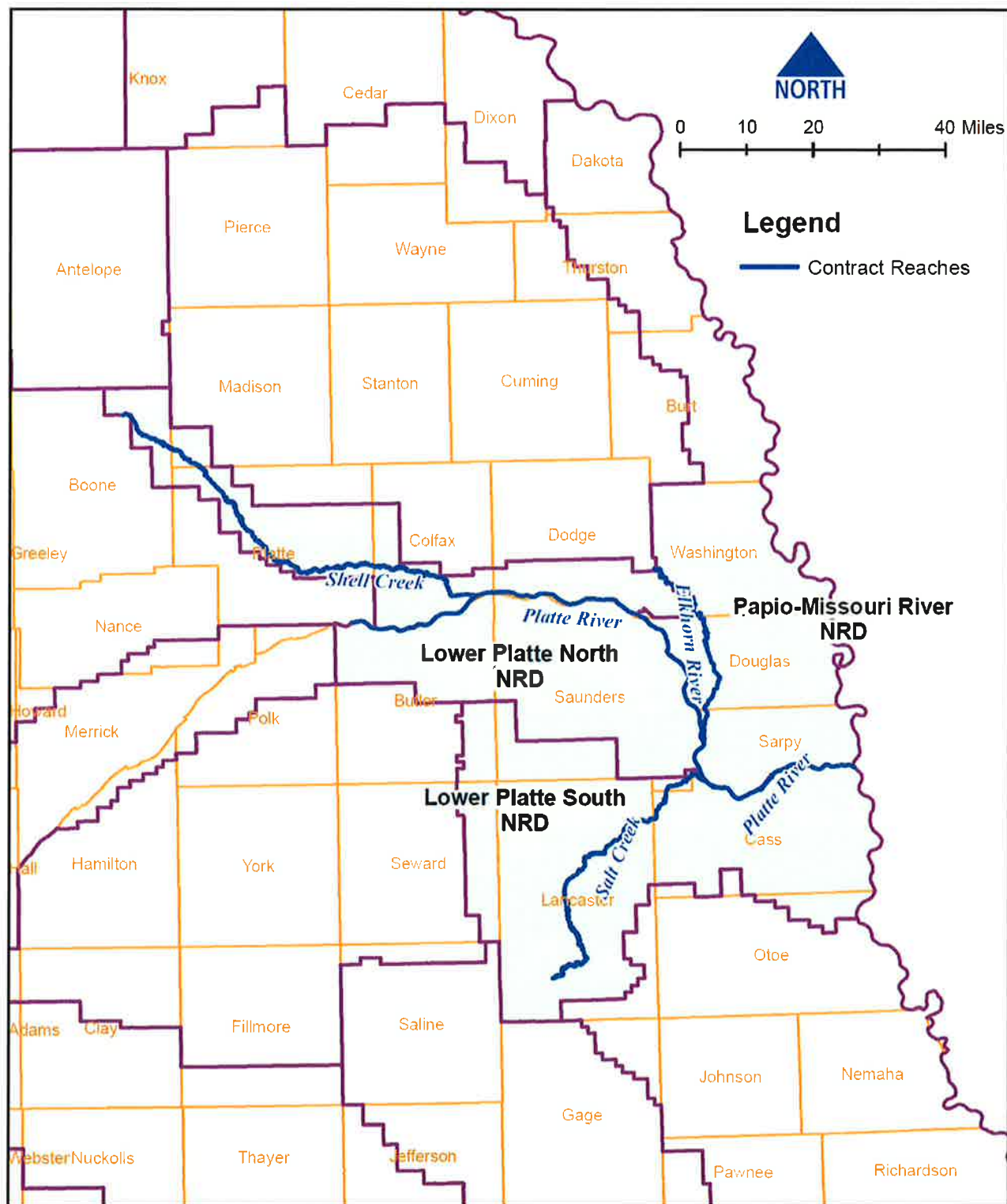
8901 South 154th Street, Omaha, NE 68138-3621

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

**By** \_\_\_\_\_

**JOHN WINKLER, General Manager**

## ATTACHMENT#2



**ATTACHMENT # 3****PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AERIAL APPLICATION OF HERBICIDE BY HELICOPTER  
PERFORMANCE AND PAYMENT BOND**

**PROJECT:** Aerial application of herbicide by helicopter in the channels of the Lower Platte and Elkhorn Rivers in the Papio-Missouri River Natural Resources District, Lower Platte North Natural Resources District and Lower Platte South Natural Resources District, and in the channels of defined tributaries.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned \_\_\_\_\_ (“Contractor”), as Principal, and the undersigned \_\_\_\_\_, (“Surety”), as Surety, are hereby held and firmly bound unto the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“NRD”), 8901 S. 154th Street, Omaha, NE 68138, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and for the payment of which we hereby bind ourselves, our successors and assigns jointly and severally and firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH THAT:**

WHEREAS, the above bounden Principal has been awarded by the Papio-Missouri River Natural Resources District, a contract for aerial application of herbicide by helicopter as part of the aforementioned project (the “Project”), and a copy of such contract, dated as of \_\_\_\_\_, 2016, together with all of its terms, covenants, conditions and stipulations, is incorporated herein by reference and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, Principal and Surety are held and firmly bound to the satisfactory performance of all obligations of Principal under the terms of the aforesaid Agreement pertaining to the Project and upon failure of such performance such parties will pay to NRD an amount not exceeding the penal sum set forth above and also in case suit is brought upon this bond will pay in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney’s fees incurred by NRD in successfully enforcing such obligation. Provided, however, if said Principal herein shall in all respects fulfill said contract according to the terms and tenor thereof and shall

**AERIAL APPLICATION OF HERBICIDE BY HELICOPTER**

**BID DOCUMENTS**

**May 9, 2016**

faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law. It is expressly agreed that the obligations of the Principal that this bond is given to secure and does secure includes not only the faithful performance of said contract by the Principal in strict accordance with the terms thereof, but also the obligation of the Principal for the payment of all laborers and mechanics for labor performed under the contract and for the payment of all equipment, material and equipment rental which is actually used or rented in the performance of said contract, all in conformity with Section 52-118, R.R.S., Nebraska, 1943.

And the said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

Said surety also hereby agrees that said performance and payment bond will remain in full force and effect during the period of work on the Project and until the date of final acceptance of the work of Contractor by the Papio-Missouri River Natural Resources District.

Signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_ attorney in fact

Witness:

\_\_\_\_\_



**ATTACHMENT # 4****PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AERIAL APPLICATION OF HERBICIDE BY HELICOPTER  
SUBCONTRACTOR'S RELEASE OF LIENS OR CLAIMS**

**PROJECT: Aerial application of herbicide by helicopter in the channels of the Lower Platte and Elkhorn Rivers in the Papio-Missouri River Natural Resources District, Lower Platte North Natural Resources District and Lower Platte South Natural Resources District, and in the channels of defined tributaries.**

TO: Papio-Missouri River Natural Resources District  
8901 S. 154th Street, Omaha, NE 68138

I, the undersigned \_\_\_\_\_ (Name), the  
\_\_\_\_\_ (Title) of \_\_\_\_\_  
(Subcontractor) do solemnly swear that all claims and indebtedness by Contractor to Subcontractor of every nature, in any way connected with the above listed project, including but not limited to all payroll, amounts due to subcontractors of Subcontractor, accounts for labor performed and materials furnished, incidental services, liens and judgments all have been paid in full by or for Contractor.

I HEREBY CERTIFY that this information is true and complete to the best of my knowledge.

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

(Seal)

**ATTACHMENT # 5**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AERIAL APPLICATION OF HERBICIDE BY HELICOPTER  
NOTICE OF ACCEPTANCE OF BID**

**PROJECT: Aerial application of herbicide by helicopter in the channels of the Lower Platte and Elkhorn Rivers in the Papio-Missouri River Natural Resources District, Lower Platte North Natural Resources District and Lower Platte South Natural Resources District, and in the channels of defined tributaries.**

TO: \_\_\_\_\_ BIDDER (CONTRACTOR)

At its regular meeting held on \_\_\_\_\_, 2016, the Board of Directors of the Papio-Missouri River Natural Resources District reviewed all of the bids received for work described in the Notice to Bidders and referred to in the Proposal attached hereto as AERIAL APPLICATION OF HERBICIDE BY HELICOPTER.

The Board of Directors found and determined that your bid conformed to the terms of the terms and conditions set forth in the other Contract Documents; that you are a responsible bidder and that your bid on the above named group was the best and lowest bid received for the same. The membership has accepted your bid for part or all of the above group. You are hereby notified to submit the signed Contract and the executed Performance and Payment Bond herein enclosed, along with the Certificate(s) of Insurance, within fifteen (15) days after receipt of this notice. A Notice to Proceed will be submitted to you when all contract documents are executed and approved.

Dated at Omaha, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

By \_\_\_\_\_  
John Winkler, General Manager

**ATTACHMENT # 6**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AERIAL APPLICATION OF HERBICIDE BY HELICOPTER  
NOTICE TO PROCEED**

**PROJECT: Aerial application of herbicide by helicopter in the channels of the Lower Platte and Elkhorn Rivers in the Papio-Missouri River Natural Resources District, Lower Platte North Natural Resources District and Lower Platte South Natural Resources District, and in the channels of defined tributaries.**

TO: \_\_\_\_\_ (“Contractor”)

You are hereby notified to proceed with the Project Work accordance with the Contract Dated at Omaha, Nebraska, on \_\_\_\_\_, 2016.

Prior to beginning the Work, the Contractor shall provide to PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, the following documentation for itself and for all subcontractors that may be used to complete the work, along with any other certifications required by any federal, state, or local agency to perform the work:

- Insurance certificate(s)
- Performance and Payment Bond
- FAA Part 137 Operating Certificate
- Nebraska Dept. of Agriculture Pesticide Applicator License
- DOT 406 spec-certification for tanks on all trucks and all compartments.
- Copy of Label(s) and MSDS sheets for all chemicals to be used to perform the work.

Dated at Omaha, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

By \_\_\_\_\_  
John Winkler, General Manager