

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Contract with NB Harty for Ice Jam Explosive Services

DATE: December 10, 2024

In 1994 the Papio NRD entered the Platte River Ice Jam Removal Interlocal Cooperation Agreement, which provides for the institution and implementation of an interjurisdictional plan to deal with ice jams in the lower Platte River. The agreement has been amended twice since its initial signing, in 1996 and in 2009, and the other members include Douglas County, Sarpy County, Saunders County, Cass County, the Lower Platte North NRD and the Lower Platte South NRD. Per the agreement, the Papio NRD is given the authority of administering an explosives contract for ice jams within a certain reach of the Lower Platte and Elkhorn Rivers.

The District's existing contract for explosives services will expire at the end of 2024. District staff propose executing a new contract with NB Harty, who provided exceptional responsiveness and met all insurance requirements during the 2022 Missouri River Ice Jam in which they were put on standby for blasting services. NB Harty has extensive experience with the safe and successful use of explosives in a variety of applications and District staff believe them to be fully qualified for the unique application of ice jam blasting. Given the specific needs of this District program, staff recommend waiving the District purchasing policy.

A proposed agreement between NB Harty and the District is attached. Provisions are included for insurance requirements of NB Harty and for procedure of issuing notices by the District. The agreement includes a pricing proposal from NB Harty and their helicopter subcontractor Hexagon Helicopters as an exhibit. Per the agreement, NB Harty and Hexagon will be paid a combined \$10,000 annual retainer, with the retainer being applied towards initial labor time should ice jam work be required in a season. Additionally, if mobilized NB Harty would be entitled to a \$7,500 mobilization fee and a minimum charge of \$8,220 regardless of work completed. Any further work beyond the minimum would be billed at the prescribed rates in the contract exhibit. An exhibit is attached which details potential pricing scenarios.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to waive the purchasing policy 15.1, and execute the proposed contract for explosive services with NB Harty for Platte River Ice Jam Removal, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.

Attachments: Proposed Agreement with NB Harty for Ice Jam Explosives Services

Exhibit: Ice Jam Scenarios

Scenario 1: No mobilization notice

Retainer Due:	\$	10,000.00
Total Due:	\$	10,000.00

Scenario 2: Mobilization notice but no additional work

Retainer:	\$	10,000.00
Mobilization Charge:	\$	7,500.00
Minimum Charge:	\$	8,220.00
Total Due*:	\$	15,720.00

**Retainer is applied to the first \$10,000 of the total labor including mobilization not paid in addition*

Scenario 3: Mobilization notice and additional work

Retainer:	\$	10,000.00
Mobilization Charge:	\$	7,500.00
Additional Work:	\$	8,220.00+additional as billed
Total Due*:	\$	15,720.00+additional as billed

**Retainer is applied to the first \$10,000 of the total labor including mobilization not paid in addition*

Previous Contract - Costs for Mobilization in 2015 and 2019

2015 Actual Cost:	\$	30,769.60
2019 Actual Cost:	\$	27,827.07

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 _____ 2024, by and between **N.B. HARTY** (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.
- 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.
- 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.

- I. "Term of this Contract" shall mean the five-year period commencing as of January 1, 2025.
- 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.

- 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.
- 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.

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 _____ Dollars (\$) as a retainer for each Contract Season (“Retainer Payment”) during the Term of the Contract being a term of five years; and
- B. Upon DISTRICT providing a Mobilization Notice, CONTRACTOR shall be entitled to charge a Minimum Charge as set forth in Exhibit “A” the Minimum Charge shall be compensation for labor hours spent for mobilization and demobilization to and from the Contract Reach area; and
- C. 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”; provided, however, that the Retainer Payment shall be applied to the initial time expended by the CONTRACTOR under this subsection (C) up to the amount of the Retainer Payment and CONTRACTOR shall then invoice the DISTRICT for any time under this sub-paragraph (C) that exceeds the Retainer Payment; and
- D. 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, subject to the DISTRICT’S written approval, the

form of which proposal shall be as attached to this Contract as Exhibit "B" and incorporated herein by reference; and,

- E. 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; and
- F. 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. 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 45 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 45 days from date of invoice. In addition, if payment by the DISTRICT is not received within 45 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. The CONTRACTOR shall cause the Subcontractor performing the aforementioned pre-blast survey services to obtain 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 construed 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. The CONTRACTOR shall furnish to the DISTRICT's General Manager, upon request, all employment records.
- D. 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.
- E. 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.

F. 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 _____, 2024.

Contractor: _____

Address: _____

Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

Email: _____

By _____

This Contract is executed by the DISTRICT on this _____ day of _____, 2024, 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”

[to be provided by N.B. Harty]

N.B. Harty General Contractors

P.O. Box 188, 201 North Catalpa,

Dexter, MO, 63841

573-624-4588

Price Proposal Exhibit A

LABOR

Contractor -NB Harty (minimum charge of 12 hours-\$8220.00) \$ 685.00 /Hour

(Per Hour on job, Including Contract Administration, 1 Blasting Supervisor, 3 Trained Blasting Specialists, Mobile Storage, Blasting Licenses and Permits)

Per diem (Per Man based in Douglas County Nebraska) \$80.00 /Day

Mobilization (This Would be charged once mobilized) \$7500.00 /Job

Annual Retainer (Paid February 1st Annually) \$10000.00 /Annual

(Retainer would include NB Harty and Hexagon Helicopters)

EXPLOSIVES (Cost plus 10%)

ANFO/Emulsion Products \$8.24 /Stick

Fuse Detonators (Including Igniter) \$27.89 /Each

Stick Dynamite \$8.71 /Stick

Delivery (Initial delivery included, additional delivery extra) \$6.50 /Mile

Other Consumable Materials (Duct Tape, Wood Poles, Plastic Bags) \$500 /Job

Explosive Prices can only be guaranteed for one year and may need to be adjusted in November of each year for the life of the contract.

PROFESSIONAL SERVICES (Cost plus 10%)

Professional Pre-blast Survey and Video Survey of adjacent improvements and Visible Utilities and seismic/vibration study \$750.00 /Job

We would be subcontracting this portion of the job if a survey were required. These surveys can vary widely in price depending on geographic area, therefore would be a charge of actual cost plus 10% once survey was completed, if one is required.

HELICOPTER SERVICES (Cost plus 10%)

Hexagon Helicopters will be working as a Sub-Contractor for NB Harty for the flying portion of the contract.

Helicopter (Includes Helicopter and Pilot) \$1980.00 /Hour

(Helicopter has a 2 hour minimum per day)

Support Vehicle (Support Vehicle, Equipment, Personnel, Fuel) \$825.00
/Hour


Additional Insurance \$

Additional Insurance will be at cost annually

Contractor: N.B Harty General Contractors, Inc.

P.O. Box 188, 201 North Catalpa

Dexter, Mo, 63841 573-624-4588 Austin@nbharty.com - Christy@nbharty.com

By  _____

Austin Kime, President N.B. Harty

Sub Contractor: Hexagon Helicopters

P.O. Box 696

Elkhorn, Nebraska, 68022 402-885-0189

PRICE PROPOSAL – EXHIBIT “B”

EXPLOSIVES – Cost plus 10%

ANFO (per cwt)	<u>SEE Attachment A</u>
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	_____
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Contractor: N.B. Harty General Contractors, Inc.

Address: 201 North Catalpa Street - P.O. Box 188

Phone: (573-624-4588) **Fax:** (573-624-4589)

Email: austin@nbharty.com or christy@nbharty.com

By Austin Kime  _____

Date: November 21, 2024