

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 264  
OF SARPY COUNTY, NEBRASKA  
c/o Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154-2027

SILT BASIN REMOVAL - BASINS 7, 8 AND 13 (SHADOW LAKE)  
72ND & PONDEROSA DRIVE  
0104031.22-046

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 3060 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

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, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences,

and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- ~~K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement. The Bidder has reviewed the liquidated damages provisions of the Contract and acknowledges such liquidated damages will be assessed for any delays in the completion of the project and acknowledges that such liquidated damages are reasonable and enforceable and are not a penalty.~~

#### **ARTICLE 4 - FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 - BASIS OF BID**

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1.	STRIP, STOCKPILE AND RESPREAD TOPSOIL (ESTABLISHED QUANTITY - 700 CY X 2)	1,400	CY		
2.	COMMON EARTH EXCAVAION - ON LOT (ESTABLISHED QUANTITY)	1,920	CY		
3.	COMMON EARTH EXCAVATION - FROM STOCKPILE (ESTABLISHED QUANTITY)	8,215	CY		
4.	CLEANOUT SILT BASIN (ESTABLISHED QUANTITY)	2,260	CY		
5.	EXCAVATE UNSUITABLE MATERIAL	1,500	CY		
6.	OVEREXCAVATION BACKFILL - FROM STOCKPILE	2,250	CY		
7.	REMOVE SILT BASIN RISER AND OUTLET PIPE (BASIN NO. 7)	1	EA		
8.	REMOVE SILT BASIN RISER AND OUTLET PIPE (BASIN NO. 8)	1	EA		
9.	REMOVE SILT BASIN RISER AND OUTLET PIPE (BASIN NO. 13)	1	EA		
10.	REMOVE 21" DIVERSION PIPE	59	LF		
11.	REMOVE 24" DIVERSION PIPE	120	LF		
12.	REMOVE 21" TO 24" PIPE PLUG	3	EA		
13.	CONSTRUCT 21" PIPE PLUG	1	EA		
14.	CONSTRUCT 24" PIPE PLUG	2	EA		
15.	REMOVE AND REPLACE 6" PC CONCRETE TRAIL	320	SF		
16.	CONSTRUCT GEOGRID	715	SY		
17.	CONSTRUCT GEOTETILE FABRIC	715	SY		
18.	RECYCLED CONCRETE	300	TN		
19.	NON-IRRIGATED LAWN AND TURF SEED	2	AC		
20.	NATIVE GRASS SEED MIX	0.5	AC		
21.	STRAW MULCH	5.7	AC		
22.	CONSTRUCT EROSION CONTROL BLANKET	660	SY		
23.	CONSTRUCT SILT FENCE	1,170	LF		
24.	TEMPORARY SEED	3.7	AC		
	<b>TOTAL BID AMOUNT</b>				

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_

(use words)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 25 workingcalendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, ~~and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within \_\_\_\_ calendar days after the date when the Contract Times commence to run~~
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement~~Contract Times.~~

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security in the form of a certified check or bid bond; and
  - B. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this bid.

**ARTICLE 8 - DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 If awarded the Contract, our surety company will be \_\_\_\_\_  
of \_\_\_\_\_  
(Name and Address of Local Representative)

**9.02 LIST OF SUBCONTRACTORS AND SUPPLIERS TO BE USED.**

<u>Name of Subcontractor or Supplier</u>	<u>Item</u>
_____	_____
_____	_____
_____	_____

9.03 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_  
(Signature of Corporate Secretary)

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Date of Authorization to do business in NEBRASKA is / / .

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Phone and FAX Number, and Address for receipt of official communications:

Bidder's Business Address \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

State Contractor License No. \_\_\_\_\_. (If applicable)

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

SANITARY & IMPROVEMENT DISTRICT NO. 264 OF SARPY COUNTY, NEBRASKA

**BID**

Bid Due Date: JUNE 1, 2010

Project (Brief Description Including Location):

SILT BASIN REMOVAL - BASINS 7, 8 AND 13 (SHADOW LAKE)  
72ND & PONDEROSA DRIVE

**BOND**

Bond Number:

Date (Not later than Bid due date):

Penal sum: FOUR THOUSAND, THREE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$4,395.00)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents; or

All Bids are rejected by Owner; or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.