

# ADDENDUM NO. 5

## ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 290  
OF SARPY, COUNTY NEBRASKA  
c/o Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154-2027

STORM SEWER, SECTION II - BOX CULVERTS  
(SCHEWE FARMS)  
120TH & HIGHWAY 370  
0109050.11-041/341

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.

## ADDENDUM NO. 5

- 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):

## ADDENDUM NO. 5

| ITEM NO. | BID ITEM DESCRIPTION  | APPROXIMATE QUANTITY |    | UNIT PRICE | TOTAL |
|----------|---|----------------------|----|------------|-------|
| 1.       | REMOBILIZATION  | 1                    | EA |            |       |
| 2.       | STRIP, STOCKPILE AND RESPREAD TOPSOIL (500 CY X 2)                              | 1,000                | CY |            |       |
| 3.       | COMMON EARTH EXCAVATION (CHANNEL IMPROVEMENTS)                                  | 1,700                | CY |            |       |
| 4.       | MAINTAIN ROCK CONSTRUCTION ENTRANCE   | 100                  | TN |            |       |
| 5.       | REMOVE 36" CMP  | 550                  | LF |            |       |
| 6.       | REMOVE 48" CMP  | 170                  | LF |            |       |
| 7.       | STABILIZE TRENCH WITH CRUSHED LIMESTONE   | 550                  | TN |            |       |
| 8.       | CONSTRUCT STEEL SHEETING WALLS  | 2,900                | SF |            |       |
| 9.       | CONSTRUCT 6' R x 8' S RC BOX CULVERT WITH HEADWALLS (BALLPARK WAY WEST)         | 86                   | LF |            |       |
| 10.      | CONSTRUCT 8' R x 8' S RC BOX CULVERT WITH HEADWALLS (LINCOLN ROAD WEST)         | 81                   | LF |            |       |
| 11.      | CONSTRUCT DOUBLE 10' R x 9' S RC BOX CULVERT WITH HEADWALLS (LINCOLN ROAD EAST) | 106                  | LF |            |       |
| 12.      | CONSTRUCT DOUBLE 6' R x 6' S RC BOX CULVERT (BALLPARK WAY EAST)                 | 81                   | LF |            |       |
| 13.      | CONSTRUCT IMPROVED INLET STRUCTURE (BALLPARK WAY EAST)                          | 1                    | LS |            |       |
| 14.      | CONSTRUCT ENERGY DISSIPATION STRUCTURE (BALLPARK WAY EAST)                      | 1                    | LS |            |       |
| 15.      | CONSTRUCT MANHOLE BLOCK-OUT (54")   | 1                    | EA |            |       |
| 16.      | CONSTRUCT MANHOLE BLOCK-OUT (66")   | 1                    | EA |            |       |
| 17.      | CONSTRUCT MANHOLE BLOCK-OUT (84")   | 1                    | EA |            |       |
| 18.      | CONSTRUCT MANHOLE BLOCK-OUT (96")   | 1                    | EA |            |       |
| 19.      | CONSTRUCT 54" I.D. FLATTOP MANHOLE WITH KNOCKOUTS                               | 11                   | VF |            |       |
| 20.      | CONSTRUCT 66" I.D. FLATTOP MANHOLE WITH KNOCKOUTS                               | 15                   | VF |            |       |
| 21.      | CONSTRUCT 84" I.D. FLATTOP MANHOLE WITH KNOCKOUTS                               | 18                   | VF |            |       |
| 22.      | CONSTRUCT 96" I.D. FLATTOP MANHOLE WITH KNOCKOUTS                               | 13                   | VF |            |       |
| 23.      | CONSTRUCT 6" DRAIN PIPE   | 125                  | LF |            |       |
| 24.      | CONSTRUCT 12" BEE-HIVE GRATE INLET (2 EA)                                       | 6                    | VF |            |       |
| 25.      | CONSTRUCT SEGMENTAL BLOCK RETAINING WALL - LARGE BLOCK (BALLPARK WAY WEST)      | 1,130                | SF |            |       |
| 26.      | CONSTRUCT SEGMENTAL BLOCK RETAINING WALL - LARGE BLOCK (LINCOLN ROAD WEST)      | 4,220                | SF |            |       |
| 27.      | CONSTRUCT SEGMENTAL BLOCK RETAINING WALL - LARGE BLOCK (LINCOLN ROAD EAST)      | 4,000                | SF |            |       |
| 28.      | RETAINING WALL SEALANT  | 8,400                | SY |            |       |
| 29.      | ANTI-GRAFFITI COATING   | 16,400               | SF |            |       |

## ADDENDUM NO. 5

| ITEM NO.                | BID ITEM DESCRIPTION                                 | APPROXIMATE QUANTITY |    | UNIT PRICE | TOTAL |
|-------------------------|--|----------------------|----|------------|-------|
| 30.                     | CONSTRUCT ROCK SILL                                  | 225                  | TN |            |       |
| 31.                     | <del>CONSTRUCT ROCK RIP-RAP - TYPE "B"</del> DELETED | 575                  | TN |            |       |
| 32.                     | <del>CONSTRUCT ROCK RIP-RAP - TYPE "C"</del> DELETED | 500                  | TN |            |       |
| 33.                     | ROLLED EROSION CONTROL, TYPE II                      | 16,560               | SY |            |       |
| 34.                     | SEEDING - TYPE "A"                                   | 3.5                  | AC |            |       |
| 35.                     | SEEDING - TYPE "W"                                   | 1.0                  | AC |            |       |
| 36.                     | SEEDING - TYPE "T"                                   | 4.0                  | AC |            |       |
| 37.                     | CLEANOUT SILT FENCE                                  | 500                  | LF |            |       |
| 38.                     | CONSTRUCT SILT FENCE                                 | 500                  | LF |            |       |
| 39.                     | STRAW MULCH  | 5.0                  | AC |            |       |
| 40.                     | ROLLED EROSION CONTROL, TURF REINFORCEMENT MAT       | 440                  | SY |            |       |
| 41.                     | CONSTRUCT GABIONS AND REVET MATTRESSES               | 247                  | CY |            |       |
| <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** The CONTRACTOR shall not begin work on box culverts or retaining walls until settlement is essentially complete and approval is given by the ENGINEER. The CONTRACTOR shall commence work within five (5) days after receiving notice from the ENGINEER to begin. The Work will be substantially completed within 35 working days for Ballpark Way West work in Phase I, 40 days for Ballpark Way East work in Phase I, 45 days for Lincoln Road West work in Phase II, and 50 days for Lincoln Road East work in Phase III. If the CONTRACTOR completes a phase and the next phase of Storm Sewer, Section II is not ready within one week, then CONTRACTOR shall be paid for remobilization.

**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.

**EJCDC C-410 Suggested Bid Form for Construction Contracts**  
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00410 - 4

B-4

# ADDENDUM NO. 5

## 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.: \_\_\_\_\_

## ADDENDUM NO. 5

### 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 / / .

# ADDENDUM NO. 5

## 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)