

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	rwalla@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	1 (402) 441-8309		Lincoln, NE 68508	Department
Fax	1 (402) 441-6513	Contact	Robert Walla Asst. Purchasing Agent	Building
Bid Number	16-015 Addendum 5	Department		Floor/Room
Title	Yankee Hill Roadway Project 702869 from 81st to 91st Street (PW/U - Eng. Services)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	12/28/2015	Telephone	1 (402) 441-8309	Email
Close Date	1/29/2016 12:00:00 PM CT	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	Constructors Inc.
Address	1815 Y Street
	Lincoln, NE 68508
Contact	Eric Anderson
Department	
Building	
Floor/Room	
Telephone	1 (402) 434-1764
Fax	1 (402) 441-4176
Email	EricA@Constructorslincoln.com
Submitted	1/29/2016 11:02:01 AM CT
Total	\$6,623,254.49

Signature Eric Anderson

Email EricA@constructorslincoln.com

## Supplier Notes

## Bid Notes

This bid is tied to Bid No. 16-014 (Project 701924)

A Pre-bid meeting will be held Tuesday, January 12, 2016 from 1:30 - 3:30 pm at the MSC Building, 901 W. Bond Street, Lincoln, NE, Training Room 1. All interested Vendors are strongly encouraged to attend.

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; or 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone. Per Addendum No. 5 the Bid Close has been extended to Friday, Jan. 29, 2016 at noon.

1 Activities

Date	Name	Description
1/12/2016 1:30:00 PM	Pre-bid Meeting	A Pre-bid meeting will be held Tuesday, January 12, 2016 from 1:30 - 3:30 pm at the MSC Building, 901 W. Bond Street, Lincoln, NE, Training Room 1. All interested Vendors are strongly encouraged to attend.
1/29/2016 12:00:00 PM	General Contractor Listing	General Contractors - Call 402-441-7417 or e-mail purchasing@lincoln.ne.gov to be added to this list.
1/29/2016 12:00:00 PM	Sub-Contractor Listing	Sub-Contractors - Call 402-441-7417 or e-mail purchasing@lincoln.ne.gov to be added to this list.

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Standard Specifications for Municipal Construction	I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at:  <a href="http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm">http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm</a>	Yes
2	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: <a href="http://www.dor.state.ne.us/ref-man/">http://www.dor.state.ne.us/ref-man/</a>	Yes
3	Form of Contract Agreement	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
4	Form of Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
5	Special Provisions/Traffic Control Provisions	I acknowledge reading and understanding the Special Provisions and/or Traffic Control Provisions.	Yes
6	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
7	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
8	Specifications	I acknowledge reading and understanding the Specifications.	Yes
9	Plan, Profile & Detail Sheets	I acknowledge reading and understanding the Plan, Profile & Detail Sheets included with this bid.	Yes
10	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes

11 Bid Bond Submission - City	<p>I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.</p> <p>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</p>	I have scanned and attached my bid bond.
12 Unit Pricing Rules	<p>I acknowledge the Excel spreadsheet is attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.</p>	Yes
13 Project Dates	<p>The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be no later than November 3, 2017.</p>	Yes
14 Employee Class Act EO	<p>I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.</p>	Yes
15 Employee Class Act Affidavit	<p>I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.</p>	Yes
16 Bid Documents	<p>I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.</p>	Yes
17 Contact	<p>Name of person submitting this bid:</p>	Eric Anderson
18 Electronic Signature	<p>Please check here for your electronic signature.</p>	Yes
19 Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
20 Agreement to Addendum No. 2	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
21 Agreement to Addendum No. 3	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
22 Agreement to Addendum No. 4	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
23 Agreement to Addendum No. 5	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes

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Line Items

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#	Qty	UOM	Description	Response
1	1	Lump Sum	Yankee Hill Roadway Project 702869 from 81st to 91st Street – Total Lump Sum of Bid	\$6,623,254.49

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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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Response Total: \$6,623,254.49

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Project Code : 702869

Project Name :

Yankee Hill Roadway Project 702869 from  
81st to 91st Street

Estimate ID : Yankee Hill Roadway Project 702869 from 81st to 91

Estimate Name :

Yankee Hill Roadway Project 702869 from  
81st to 91

Line No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount	AlternateCode
1	01.00001	Mobilization	1.0000	LS	450,000.0000	450,000.00	Base Bid
2	01.01001	Const Staking	1.0000	LS	95,000.0000	95,000.00	Base Bid
3	01.02001	Survey Monument and Box	6.0000	EA	420.0000	2,520.00	Base Bid
4	01.03001	Property Pin Establishment	81.0000	EA	54.0000	4,374.00	Base Bid
5	01.04001	Pavt & Sidewalk Rem	3,384.0000	CY	19.4500	65,818.80	Base Bid
6	01.05001	Sawing, Type "A"	317.0000	LF	4.9500	1,569.15	Base Bid
7	01.06001	Sawing, Type "B"	1,702.0000	LF	4.9500	8,424.90	Base Bid
8	01.07001	Sawing, Type "C"	12.0000	LF	4.9000	58.80	Base Bid
9	01.11001	Adj MH to Grade	2.0000	EA	420.0000	840.00	Base Bid
10	01.13001	Adj Water Valve Box To Grade	11.0000	EA	147.0000	1,617.00	Base Bid
11	50.00001	Pothole Existing Utility	16.0000	EA	325.0000	5,200.00	Base Bid
12	50.00002	Adjust Cathodic Protection Test Station to Grade	3.0000	EA	108.0000	324.00	Base Bid
13	50.00001	Clear Tract 9	1.0000	EA	19,454.0000	19,454.00	Base Bid
14	02.01001	Gen Clearing & Grubbing	1.0000	LS	32,424.0000	32,424.00	Base Bid
15	02.02012	Tree Rem (12" to 23")	54.0000	EA	195.0000	10,530.00	Base Bid
16	02.02024	Tree Rem (24" to 35")	4.0000	EA	216.0000	864.00	Base Bid
17	02.02112	Stump Rem (12" to 23")	5.0000	EA	86.5000	432.50	Base Bid
18	02.02124	Stump Rem (24" to 35")	2.0000	EA	108.0000	216.00	Base Bid
19	02.05001	Excavation	72,124.0000	CY	3.2500	234,403.00	Base Bid
20	02.05002	Over-Excavation	8,180.0000	CY	6.5000	53,170.00	Base Bid
21	02.06001	Excavation - Disposal	22,669.0000	CY	3.2500	73,674.25	Base Bid
22	02.08001	Earthwork Measured in Embankment	39,564.0000	CY	1.1000	43,520.40	Base Bid
23	02.09001	Parking Space Finish	91,080.0000	SY	1.1000	100,188.00	Base Bid
24	50.00001	Settlement Plate	7.0000	EA	1,837.0000	12,859.00	Base Bid
25	50.00001	Remove and Salvage Sign	1.0000	EA	342.0000	342.00	Base Bid
26	50.00010	Removal of Unsuitable Material	5,000.0000	CY	6.5000	32,500.00	Base Bid
27	50.00040	Subgrade Stabilization	8,000.0000	SY	6.2000	49,600.00	Base Bid
28	04.09008	PCC Pavt, 8"	3,261.0000	SY	38.8000	126,526.80	Base Bid
29	04.09106	PCC Pavt w/Int Curb, 6"	359.0000	SY	54.9000	19,709.10	Base Bid
30	04.09108	PCC Pavt w/Int Curb, 8"	5,302.0000	SY	41.5500	220,298.10	Base Bid
31	04.09109	PCC Pavt w/ Int Curb, 9"	5,256.0000	SY	47.1500	247,820.40	Base Bid
32	04.09304	Conc Sidewalk, 4"	31,516.0000	SF	3.8000	119,760.80	Base Bid
33	04.09305	Conc Sidewalk, 5"	80.0000	SF	5.8500	468.00	Base Bid
34	04.09306	Conc Sidewalk, 6"	1,619.0000	SF	6.1000	9,875.90	Base Bid
35	04.09405	Conc Driveway, 5"	2,904.0000	SF	5.5000	15,972.00	Base Bid
36	04.09406	Conc Driveway, 6"	3,519.0000	SF	5.9000	20,762.10	Base Bid
37	04.09408	Conc Driveway, 8"	1,673.0000	SF	6.5500	10,958.15	Base Bid
38	04.09505	Conc Bikeway, 5"	51,333.0000	SF	3.7000	189,932.10	Base Bid
39	04.09506	Conc Bikeway, 6"	2,176.0000	SF	6.1000	13,273.60	Base Bid

40	04.09601	Combined Curb & Gutter	20.0000	LF	24.9000	498.00	Base Bid
41	04.09800	Conc Median Nose	6.0000	EA	627.0000	3,762.00	Base Bid
42	04.09804	Conc Median Surfacing, 4"	2,242.0000	SF	5.9000	13,227.80	Base Bid
43	04.09806	Tack-on Conc Median, 6"	3,716.0000	SF	8.7500	32,515.00	Base Bid
44	04.11001	Detectable Warning Panels	928.0000	SF	21.5500	19,998.40	Base Bid
45	06.06003	Asphaltic Concrete, Type 3	220.0000	TON	68.1500	14,993.00	Base Bid
46	07.08030	Modular Block Retaining Wall	6,216.0000	SF	30.1000	187,101.60	Base Bid
47	08.03048	Pipe Railing Fence, 48"	738.0000	LF	43.7500	32,287.50	Base Bid
48	09.03001	Crushed Rock Roadway Surfacing	593.0000	TON	40.4500	23,986.85	Base Bid
49	50.00005	Pipe Railing Fence, 54"	36.0000	LF	60.5000	2,178.00	Base Bid
50	50.00040	Doweled PC Concrete Pavement With Integral Curb, 9"	29,113.0000	SY	44.8500	1,305,718.05	Base Bid
51	50.00040	9" Concrete Truck Apron (Colored & Stenciled)	1,308.0000	SY	93.7000	122,559.60	Base Bid
52	50.00040	Roundabout Median Nose	519.0000	SY	59.3500	30,802.65	Base Bid
53	50.00040	Foundation Course Replacement	378.0000	SY	17.0500	6,444.90	Base Bid
54	50.00040	Temporary Surfacing	581.0000	SY	48.7000	28,294.70	Base Bid
55	50.00015	Concrete Coating	1.0000	LS	7,825.0000	7,825.00	Base Bid
56	13.02502	Grvd Prfmd Plstc Mkg, Rt Arrow	4.0000	EA	405.0000	1,620.00	Base Bid
57	13.02506	Grvd Prfmd Plstc Mkg, "RR Xing"	4.0000	EA	1,351.0000	5,404.00	Base Bid
58	13.09001	Tubular Markers, Channel Mount	19.0000	EA	91.9000	1,746.10	Base Bid
59	50.00001	Heavy Duty Delineator	17.0000	EA	460.0000	7,820.00	Base Bid
60	50.00001	Grve Prfmd Plstc Mkg, Lt/St Arrow	4.0000	EA	486.0000	1,944.00	Base Bid
61	50.00005	4" W Polyurea Pavement Marking, Grooved	12,010.0000	LF	2.8500	34,228.50	Base Bid
62	50.00005	4" Y Polyurea Pavement Marking, Grooved	4,184.0000	LF	2.8500	11,924.40	Base Bid
63	50.00005	8" W Polyurea Pavement Marking, Grooved	1,918.0000	LF	7.0000	13,426.00	Base Bid
64	50.00005	12" W Polyurea Pavement Marking, Grooved	567.0000	LF	16.2000	9,185.40	Base Bid
65	50.00005	18" W Polyurea Pavement Marking, Grooved	270.0000	LF	23.8000	6,426.00	Base Bid
66	50.00005	24" W Polyurea Pavement Marking, Grooved	1,090.0000	LF	30.3000	33,027.00	Base Bid
67	14.01010	Traffic Sign, < 4 Sq Ft	36.0000	EA	103.0000	3,708.00	Base Bid
68	14.01012	Traffic Sign, 4 Sq Ft < 9 Sq Ft	54.0000	EA	162.0000	8,748.00	Base Bid
69	14.01014	Traffic Sign, 9 Sq Ft or >	49.0000	EA	189.0000	9,261.00	Base Bid
70	14.01111	Remove Traffic Sign and Post	18.0000	EA	124.0000	2,232.00	Base Bid
71	14.03211	Ground Sleeve	53.0000	EA	91.9000	4,870.70	Base Bid
72	50.00001	Square Sign Post	124.0000	EA	41.6000	5,158.40	Base Bid
73	50.00001	Sign Post Anchor	84.0000	EA	16.2000	1,360.80	Base Bid
74	15.05001	Dynamic Message Sign	82.0000	DAY	124.0000	10,168.00	Base Bid
75	15.09001	Traffic Control for Const	1.0000	LS	96,192.0000	96,192.00	Base Bid
76	15.09210	Flashing Arrow Panels	70.0000	DAY	135.0000	9,450.00	Base Bid
77	15.09300	Flagging	20.0000	DAY	270.0000	5,400.00	Base Bid
78	15.09504	Temp Pave Mkg, 4"	5,569.0000	LF	0.8000	4,455.20	Base Bid
79	15.09508	Temp Pave Mkg, 8"	1,328.0000	LF	1.6000	2,124.80	Base Bid
80	15.09512	Temp Pave Mkg, 12"	184.0000	LF	2.7000	496.80	Base Bid
81	15.09524	Temp Pave Mkg, 24"	630.0000	LF	5.4000	3,402.00	Base Bid
82	50.00001	Temp Pave Mkg, RR Xing	2.0000	EA	135.0000	270.00	Base Bid
83	50.00005	Temp Pave Mkg, 18"	150.0000	LF	4.3000	645.00	Base Bid
84	03.06001	Flowable Fill	11.0000	CY	162.0000	1,782.00	Base Bid
85	20.07001	Conc for Collars, Elbows, Plugs & Hdwls	14.5000	CY	756.5000	10,969.25	Base Bid
86	20.07002	Reinf Steel for Collars, Elbows, Plugs & Hdwls	2,535.0000	LBS	2.2000	5,577.00	Base Bid

87	21.03012	Rem Storm Sewer Pipe, 12"	19.0000	LF	10.8000	205.20	Base Bid
88	21.03018	Rem Storm Sewer Pipe, 18"	369.0000	LF	10.8000	3,985.20	Base Bid
89	21.03024	Rem Storm Sewer Pipe, 24"	116.0000	LF	10.8000	1,252.80	Base Bid
90	21.03030	Rem Storm Sewer Pipe, 30"	99.0000	LF	10.8000	1,069.20	Base Bid
91	21.03060	Rem Storm Sewer Pipe, 60"	164.0000	LF	27.0000	4,428.00	Base Bid
92	21.03315	RCP Storm Sewer, CI III, 15"	3,359.0000	LF	48.6500	163,415.35	Base Bid
93	21.03318	RCP Storm Sewer, CI III, 18"	3,086.0000	LF	54.0000	166,644.00	Base Bid
94	21.03321	RCP Storm Sewer, CI III, 21"	173.0000	LF	61.6000	10,656.80	Base Bid
95	21.03324	RCP Storm Sewer, CI III, 24"	711.0000	LF	68.1000	48,419.10	Base Bid
96	21.03330	RCP Storm Sewer, CI III, 30"	1,371.0000	LF	86.5000	118,591.50	Base Bid
97	21.03336	RCP Storm Sewer, CI III, 36"	197.0000	LF	103.0000	20,291.00	Base Bid
98	21.03342	RCP Storm Sewer, CI III, 42"	88.0000	LF	125.0000	11,000.00	Base Bid
99	21.03472	RCP Storm Sewer, CI IV, 72"	220.0000	LF	416.0000	91,520.00	Base Bid
100	21.05001	Tap Ex Storm Sewer MH & Replace	1.0000	EA	648.0000	648.00	Base Bid
101	21.05003	Tap Ex RC Pipe	1.0000	EA	108.0000	108.00	Base Bid
102	21.07015	Storm Sewer MH, 15" - 30"	9.0000	EA	3,242.0000	29,178.00	Base Bid
103	21.07036	Storm Sewer MH, to 36"	1.0000	EA	3,782.0000	3,782.00	Base Bid
104	21.07048	Storm Sewer MH, 42"-48"	1.0000	EA	4,323.0000	4,323.00	Base Bid
105	21.08001	Storm Sewer Inlet, 72"	11.0000	EA	2,930.0000	32,230.00	Base Bid
106	21.08002	Canted Storm Sewer Inlet, 72"	22.0000	EA	2,930.0000	64,460.00	Base Bid
107	21.08012	Grate Inlet, Ty "F-2"	1.0000	EA	2,161.0000	2,161.00	Base Bid
108	21.08014	Grate Inlet, Ty "H"	5.0000	EA	5,404.0000	27,020.00	Base Bid
109	21.12036	Rem RC FES, 36"	1.0000	EA	162.0000	162.00	Base Bid
110	21.12060	Rem RC FES, 60"	1.0000	EA	378.0000	378.00	Base Bid
111	21.12215	RC FES, 15"	2.0000	EA	756.0000	1,512.00	Base Bid
112	21.12218	RC FES, 18"	1.0000	EA	762.0000	762.00	Base Bid
113	21.12230	RC FES, 30"	2.0000	EA	946.0000	1,892.00	Base Bid
114	21.12236	RC FES, 36"	2.0000	EA	1,675.0000	3,350.00	Base Bid
115	21.12242	RC FES, 42"	2.0000	EA	1,729.0000	3,458.00	Base Bid
116	21.12272	RC FES, 72"	1.0000	EA	4,107.0000	4,107.00	Base Bid
117	21.12318	RC FES, w/Grate, 18"	1.0000	EA	832.0000	832.00	Base Bid
118	21.12372	RC FES, w/Grate, 72"	1.0000	EA	5,458.0000	5,458.00	Base Bid
119	21.13002	Rem Ex Inlet	1.0000	EA	216.0000	216.00	Base Bid
120	21.13004	Rem Ex Grate Inlet	1.0000	EA	216.0000	216.00	Base Bid
121	21.13005	Rem Ex Hdwl	6.0000	EA	540.0000	3,240.00	Base Bid
122	21.14001	Rip-Rap	355.0000	TON	59.5000	21,122.50	Base Bid
123	23.04004	Rem 4" Water Main	1,896.0000	LF	10.8000	20,476.80	Base Bid
124	50.00001	Special Storm Sewer Manhole at Sta. 536+52.70	1.0000	EA	73,495.0000	73,495.00	Base Bid
125	50.00001	Special Grate Inlet, Straight	14.0000	EA	7,046.0000	98,644.00	Base Bid
126	50.00001	Special Grate Inlet, Canted	13.0000	EA	7,046.0000	91,598.00	Base Bid
127	50.00001	Special Grate Inlet, Type 'S'	4.0000	EA	4,177.0000	16,708.00	Base Bid
128	50.00001	Special Grate Inlet, 5-Bar	2.0000	EA	4,701.0000	9,402.00	Base Bid
129	50.00001	Special Inlet at Sta. 561+25.00	1.0000	EA	8,905.0000	8,905.00	Base Bid
130	50.00001	Special Inlet at Sta. 561+65.40	1.0000	EA	12,613.0000	12,613.00	Base Bid
131	50.00001	Special Inlet at Sta. 562+01.72	1.0000	EA	8,387.0000	8,387.00	Base Bid
132	50.00001	Special Inlet at Sta. 574+62.50	1.0000	EA	9,013.0000	9,013.00	Base Bid
133	50.00001	Special Inlet at Sta. 575+75.00	1.0000	EA	8,900.0000	8,900.00	Base Bid

134	50.00001	Special Inlet at Sta. 1612+66.74	1.0000	EA	8,538.0000	8,538.00	Base Bid
135	50.00001	Scupper	1.0000	EA	30,810.0000	30,810.00	Base Bid
136	50.00005	RCP Storm Sewer, Class V, 30" Jacked in Place	64.0000	LF	471.0000	30,144.00	Base Bid
137	50.00005	RCP Storm Sewer, Class V, 42" Jacked in Place	65.0000	LF	629.0000	40,885.00	Base Bid
138	50.00005	CMP Storm Sewer, 18"	147.0000	LF	54.0000	7,938.00	Base Bid
139	50.00005	Temporary Storm Sewer Pipe, 15"	170.0000	LF	59.4000	10,098.00	Base Bid
140	22.03101	Rem Ex Sanitary Sewer MH	1.0000	EA	540.0000	540.00	Base Bid
141	22.05008	Sanitary Sewer Pipe, 8"	41.0000	LF	108.0000	4,428.00	Base Bid
142	22.07003	Std MH, Ty "S"	1.0000	EA	2,498.0000	2,498.00	Base Bid
143	22.07103	Std MH, Ty "S" VF	9.2500	VF	270.0000	2,497.50	Base Bid
144	20.09001	Conc for Thrust Blocks & Anchorages	1.8000	CY	324.0000	583.20	Base Bid
145	20.09002	Reinf Stl for Thrust Blks & Anchorages	45.4000	LBS	1.1000	49.94	Base Bid
146	23.04006	Rem 6" Water Main	148.0000	LF	10.8000	1,598.40	Base Bid
147	23.04012	Rem 12" Water Main	219.0000	LF	16.2000	3,547.80	Base Bid
148	23.04016	Rem 16" Water Main	30.0000	LF	21.6000	648.00	Base Bid
149	23.04101	Rem & Salvage Hydrant	3.0000	EA	864.0000	2,592.00	Base Bid
150	23.04105	Rem & Salvage Gate Valve and Box	3.0000	EA	216.0000	648.00	Base Bid
151	23.04109	Rem & Salvage Tee	1.0000	EA	216.0000	216.00	Base Bid
152	23.07006	Water Main, 6"	218.0000	LF	43.2500	9,428.50	Base Bid
153	23.07008	Water Main, 8"	90.0000	LF	48.6500	4,378.50	Base Bid
154	23.07012	Water Main, 12"	197.0000	LF	54.0500	10,647.85	Base Bid
155	23.07016	Water Main, 16"	20.0000	LF	108.1000	2,162.00	Base Bid
156	23.07070	Anchoring Elbow, MJ, 6"	2.0000	EA	151.3000	302.60	Base Bid
157	23.07072	Anchoring Coupling, MJ (L=18"), 6"	3.0000	EA	145.9000	437.70	Base Bid
158	23.07082	Reducer, MJ, 12" x 6"	1.0000	EA	156.7000	156.70	Base Bid
159	23.07085	Reducer, MJ, 16" x 8"	1.0000	EA	308.0000	308.00	Base Bid
160	23.07111	Deg Bend, MJ, 8" X 45	2.0000	EA	139.4000	278.80	Base Bid
161	23.07302	Tee, MJ, 8" X 6"	1.0000	EA	178.3000	178.30	Base Bid
162	23.07304	Tee, MJ, 12" X 6"	1.0000	EA	243.2000	243.20	Base Bid
163	23.07306	Tee, MJ, 12" X 12"	1.0000	EA	350.0000	350.00	Base Bid
164	23.07404	Offset, 18" Drop, MJ, 8"	1.0000	EA	1,296.0000	1,296.00	Base Bid
165	23.07409	Offset, 18" Drop, MJ, 16"	2.0000	EA	2,702.0000	5,404.00	Base Bid
166	23.07506	Solid Sleeve, MJ (L=12"), 6"	1.0000	EA	108.0000	108.00	Base Bid
167	23.07512	Solid Sleeve, MJ (L=12"), 12"	1.0000	EA	270.0000	270.00	Base Bid
168	23.07516	Solid Sleeve, MJ (L=15"), 16"	2.0000	EA	324.0000	648.00	Base Bid
169	23.07706	Plug, MJ, 6"	1.0000	EA	74.6000	74.60	Base Bid
170	23.07708	Plug, MJ, 8"	1.0000	EA	101.6000	101.60	Base Bid
171	23.07712	Plug, MJ, 12"	1.0000	EA	141.6000	141.60	Base Bid
172	23.07806	Retainer Glands, MJ, 6"	4.0000	EA	36.7500	147.00	Base Bid
173	23.07808	Retainer Glands, MJ, 8"	9.0000	EA	55.1000	495.90	Base Bid
174	23.07812	Retainer Glands, MJ, 12"	8.0000	EA	102.7000	821.60	Base Bid
175	23.07816	Retainer Glands, MJ, 16"	7.0000	EA	216.1500	1,513.05	Base Bid
176	23.08006	Gate Valve, MJ, 6"	3.0000	EA	972.7000	2,918.10	Base Bid
177	23.08008	Gate Valve, MJ, 8"	1.0000	EA	1,621.0000	1,621.00	Base Bid
178	23.08012	Gate Valve, MJ, 12"	1.0000	EA	2,972.0000	2,972.00	Base Bid
179	23.08365	Hydrant, L=6.5'	3.0000	EA	3,242.0000	9,726.00	Base Bid
180	23.08400	Hydrant Extension	2.0000	EA	1,188.0000	2,376.00	Base Bid

181	23.09001	Temporary Hydrant and Blow-off	1.0000	EA	4,323.0000	4,323.00	Base Bid
182	50.00001	Anchoring Coupling, MJ, (L=13") 12"	1.0000	EA	486.4000	486.40	Base Bid
183	50.00001	Fill and Abandon Vault	1.0000	EA	324.0000	324.00	Base Bid
184	50.00015	Automatic Air Release Vault	1.0000	LS	27,020.0000	27,020.00	Base Bid
185	24.01012	Rem Street Light Pole	2.0000	EA	544.0000	1,088.00	Base Bid
186	24.01022	Rem Pull Box	7.0000	EA	165.0000	1,155.00	Base Bid
187	24.01030	Rem Cable	4,728.0000	LF	1.2000	5,673.60	Base Bid
188	24.01100	Rel Mast Arm Pole	2.0000	EA	13,015.0000	26,030.00	Base Bid
189	24.01110	Rel Cable	405.0000	LF	2.1000	850.50	Base Bid
190	24.01120	Rel Head On Mast Arm	3.0000	EA	688.0000	2,064.00	Base Bid
191	24.03120	Conduit, 2", Bored	68.0000	LF	38.2000	2,597.60	Base Bid
192	24.03161	Conduit, Main Line Group Bored	822.0000	LF	26.9500	22,152.90	Base Bid
193	24.03205	Conduit, 1/2", Trenched	362.0000	LF	6.0000	2,172.00	Base Bid
194	24.03215	Conduit, 1 1/2", Trenched	5,602.0000	LF	4.8500	27,169.70	Base Bid
195	24.03220	Conduit, 2", Trenched	913.0000	LF	5.3500	4,884.55	Base Bid
196	24.03230	Conduit, 3", Trenched	74.0000	LF	8.6500	640.10	Base Bid
197	24.03261	Conduit, Main Line Group Trenched	4,864.0000	LF	12.0500	58,611.20	Base Bid
198	24.05006	Pull Box, T6	5.0000	EA	483.0000	2,415.00	Base Bid
199	24.05009	Pull Box, T9	3.0000	EA	592.0000	1,776.00	Base Bid
200	24.05027	Pull Box, TR27	2.0000	EA	959.0000	1,918.00	Base Bid
201	24.05048	Pull Box, T48	14.0000	EA	1,818.0000	25,452.00	Base Bid
202	24.08540	Pole, Street Light, SL-A-PI-40-12T-5	34.0000	EA	2,107.0000	71,638.00	Base Bid
203	24.08701	Pole, Inst Pedestal, 1	6.0000	EA	685.0000	4,110.00	Base Bid
204	24.09000	Ground Rod	14.0000	EA	99.6500	1,395.10	Base Bid
205	24.10005	Detector, Loop, Under Cover	3.0000	EA	212.0000	636.00	Base Bid
206	24.10015	Detector, Loop, Saw Cut	8.0000	EA	871.0000	6,968.00	Base Bid
207	24.10200	Detector, Inst Pedestrian Push Button	6.0000	EA	74.6000	447.60	Base Bid
208	24.11007	Cabinet, Inst ITS, Pole Mount	1.0000	EA	463.0000	463.00	Base Bid
209	24.12003	Cable, 3/C Traffic Signal	1,434.0000	LF	2.0000	2,868.00	Base Bid
210	24.12101	Cable, Lead-In	4,791.0000	LF	1.8000	8,623.80	Base Bid
211	24.12104	Cable, Ethernet Communications	75.0000	LF	3.9000	292.50	Base Bid
212	24.12206	Cable, No 6 Circuit Ground	81.0000	LF	2.1000	170.10	Base Bid
213	24.12208	Cable, No 8 Circuit Ground	6,084.0000	LF	2.0000	12,168.00	Base Bid
214	24.12306	Cable, No 6 Service	948.0000	LF	2.1000	1,990.80	Base Bid
215	24.12504	Cable, No 4 Street Light	162.0000	LF	2.9500	477.90	Base Bid
216	24.12506	Cable, No 6 Street Light	12,180.0000	LF	2.1000	25,578.00	Base Bid
217	24.13013	Head, Inst Pedestrian Signal, PS-1, T13C	6.0000	EA	170.0000	1,020.00	Base Bid
218	24.14381	Luminaire, 38' Grey LED-PC	23.0000	EA	637.0000	14,651.00	Base Bid
219	24.14801	Luminaire, 80' Grey LED-PC	11.0000	EA	570.0000	6,270.00	Base Bid
220	24.16001	Camera, Inst Traffic	1.0000	EA	651.0000	651.00	Base Bid
221	26.04001	Ground Bar	12.0000	EA	137.0000	1,644.00	Base Bid
222	26.05848	Cable, Fiber Optic 48 Strand, Single Mode	3,673.0000	LF	2.1000	7,713.30	Base Bid
223	26.06105	Fiber Optic Cable Fusion Splice	16.0000	EA	43.7500	700.00	Base Bid
224	26.06201	Fiber Optic Cable Splice Enclosure, Small	2.0000	EA	530.0000	1,060.00	Base Bid
225	26.06302	Factory Terminated Patch Panel w/Pigtail, 4-Step	2.0000	EA	669.5000	1,339.00	Base Bid
226	50.00001	Pole, Install Traffic Monitoring	1.0000	EA	2,465.0000	2,465.00	Base Bid
227	30.07002	Seeding, Ty "B"	7.6500	AC	1,460.0000	11,169.00	Base Bid

228	30.07008	Seeding, Ty "H"	0.1100	AC	1460.0000	160.60	Base Bid
229	30.08001	Sodding	4,707.0000	SF	0.8000	3,765.60	Base Bid
230	31.03001	Select Topsoil	5,503.0000	CY	22.7000	124,918.10	Base Bid
231	32.01001	SWPP Updating	40.0000	EA	222.0000	8,880.00	Base Bid
232	32.02001	Synthetic Fabric Silt Fence Inst	10,767.0000	LF	2.1500	23,149.05	Base Bid
233	32.02002	Synthetic Fabric Silt Fence Maint	21,534.0000	LF	0.5500	11,843.70	Base Bid
234	32.02003	Synthetic Fabric Silt Fence Rem	10,767.0000	LF	0.5500	5,921.85	Base Bid
235	32.03001	Construction Entrance Surfacing	600.0000	TON	31.9000	19,140.00	Base Bid
236	32.04001	Curb Inlet Protection Inst	38.0000	EA	351.0000	13,338.00	Base Bid
237	32.04002	Curb Inlet Protection Maint	76.0000	EA	270.0000	20,520.00	Base Bid
238	32.04003	Curb Inlet Protection Rem	38.0000	EA	81.0500	3,079.90	Base Bid
239	32.05001	ECB, Type I	32,792.0000	SY	1.5000	49,188.00	Base Bid
240	32.05002	ECB, Type II	4,768.0000	SY	1.8500	8,820.80	Base Bid
241	32.06001	TRM, Type I	88.0000	SY	4.8000	422.40	Base Bid
242	32.07001	Triangular Sediment Barrier Inst	500.0000	LF	7.6000	3,800.00	Base Bid
243	32.07002	Triangular Sediment Barrier Maint	1,000.0000	LF	0.5500	550.00	Base Bid
244	32.07003	Triangular Sediment Barrier Rem	500.0000	LF	0.8000	400.00	Base Bid
245	32.09001	Composite Filter Sock Inst	500.0000	LF	4.8500	2,425.00	Base Bid
246	32.09002	Composite Filter Sock Maint	1,000.0000	LF	0.8000	800.00	Base Bid
247	32.09003	Composite Filter Sock Rem	500.0000	LF	0.8000	400.00	Base Bid
248	50.00001	Sediment Basin	4.0000	EA	324.0000	1,296.00	Base Bid
249	50.00020	Cover Crop Seeding	18.7600	AC	405.0000	7,597.80	Base Bid
250	50.00020	Hydroseeding Type "B"	10.9500	AC	2,702.0000	29,586.90	Base Bid
251	50.00045	Cellular Concrete Mat	720.0000	SF	27.0000	19,440.00	Base Bid

Total in \$ : 6,623,254.49

YANKEE HILL ROADWAY  
PROJECT 702869  
IN YANKEE HILL FROM 81<sup>ST</sup> TO 91<sup>ST</sup> STREET  
BID NO. 16-015

FOR  
CITY OF LINCOLN  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 29<sup>TH</sup> day of JANUARY, 2016 by and between CONSTRUCTORS, INC., hereinafter called the Contractor and the City of Lincoln

WITNESS, that:

WHEREAS, the City of Lincoln has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to wit:

YANKEE HILL ROADWAY  
PROJECT 702869  
IN YANKEE HILL FROM 81<sup>ST</sup> TO 91<sup>ST</sup> STREET  
BID NO. 16-015

and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City of Lincoln, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City of Lincoln, in the manner prescribed by law, has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City of Lincoln have agreed and hereby agree as follow

CONTRACT AGREEMENT

## CONTRACT AGREEMENT

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete Work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the City of Lincoln's official award of this Contract to the Contractor, such award being based on the acceptance by the City of Lincoln of the Contractor's Proposal, or part thereto, as follows:

ALL OF THE PROPOSAL SUBMITTED BY CONSTRUCTORS, INC IN CONNECTION WITH THE CITY OF LINCOLN YANKEE HILL ROADWAY FROM 81<sup>ST</sup> TO 91<sup>ST</sup> STREET PROJECT 702869 DATED JANUARY 29, 2016. THIS PROJECT IS TIED WITH YANKEE HILL PAVING IMPROVEMENT PROJECT 701924

The City of Lincoln agrees to pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided in the General Provisions and Requirements.

COMPLETION DATE – The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be N/A calendar days or no later than NOVEMBER 3, 2017.

GUARANTEE – The guarantee periods as stated in Section VIII, Paragraph A of the City of Lincoln Standard Specifications for Municipal Construction shall be applicable to this project.

CONTRACT DOCUMENTS – The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Standard Specifications for Municipal Construction (2011 Edition)
2. Proposal Forms
3. Contract Agreement Forms
4. Commentary to Accompany Construction Bonds
5. Construction Performance Bond
6. Construction Payment Bond
7. Special Provisions
8. Lincoln Standard Plans (2011 Edition)
9. Standard Specifications for Highway Construction Nebraska Department of Roads (2007 Edition)
10. Plan and Profile Detail Sheets
11. Any executed Addenda or Change Orders
12. Any portion of this project used for **providing water service**, such as pipe for water mains, **are not tax exempt and are subject to sales and use tax.**
13. The **remainder** of this project, including items exclusively used for providing fire protection, such as fire hydrants, **are exempt from sales and use taxes.**
14. Sales tax exempt forms will be provided upon award of bid.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and City of Lincoln hereby agree that all the terms and conditions of this Contract shall, by these presents, be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and City of Lincoln do hereby execute this Contract.

EXECUTION BY THE CITY

ATTEST:

CITY OF LINCOLN, NEBRASKA

CITY CLERK

(Seal)

BY:

MAYOR

APPROVED BY EXECUTIVE ORDER NO.

Dated:

EXECUTION BY CONTRACTOR

IF A CORPORATION

Constructors, Inc.

(Name of Corporation)

ATTEST:

1815 "Y" Street, Lincoln, NE

(Address)

*Roe M. Gough*

(Seal)

By:

*[Signature]*  
(Duly Authorized Official)

President

(Legal Title of Official)

IF OTHER TYPE ORGANIZATION

(Name and Type of Organization)

(Address)

(Member)

(Member)

(Member)

IF AN INDIVIDUAL

By:

(Name)

# Commentary to Accompany Construction Bonds

## A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

- Construction Performance Bond
- Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the rewriting of construction bond forms was to make them more understandable and to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of a pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default meetings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds, and there is no reduction in premium for using a combined form or for issuing one bond without the other.

## B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state, and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of contract.

To accompany the Construction Performance Bond (EJCDC No. 1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)

Prepared by the Engineers' Joint Contract Documents Committee

# Construction Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# Construction Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Ted C. Butler, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

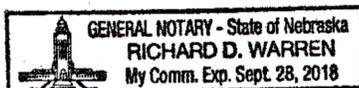
PRINT NAME: Ted C. Butler  
 (First, Middle, Last)

SIGNATURE: *Ted C. Butler*

TITLE: President

State of Nebraska )  
 ) ss.  
 County of Lancaster )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 11th day of February, 2016



*Richard D. Warren*  
 Notary Public