AMENDMENT TO AGREEMENT
CITY OF LINCOLN
UNIT PRICE CONTRACT FOR EMERGENCY REPAIR OF UNDERGROUND UTILITIES
BID NO: 13-195
FIRST RENEWAL

This Amendment is hereby entered into by and between **T. J. Osborn Construction, Inc., 5801 Johanna Rd., Lincoln, NE 68507** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **August 27, 2013**, under **E. O. No. 086398**, (the "Agreement"), for the **Unit Price Contract for Emergency Repair of Underground Utilities, Bid No. 13-195**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **August 27, 2013 through August 26, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **August 27, 2014 through August 26, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$50,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Agreement shall be from **August 27, 2014 through August 26, 2015.**
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$50,000.00** without prior approval by the City of Lincoln.
3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 15th day
of September 2014

Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	T.J. Osborn Constr.
By: (Please Sign)	
By: (Please Print)	Terry J. Osborn
Title: (Please Print)	Pres.
Company Address: (Please Print)	5801 Jonanna Rd. Lincoln 68507
Company Phone & Fax: (Please Print))	402-464-4235 / 402-464-5077
E-Mail Address: (Please Print)	TJOsborn@Neb.RR.com
Date: (Please Print)	8/15/14
Contact Person For: "Orders or Service" (Please Print)	Terry J. Osborn
Phone Number: (Please Print)	402-464-4235

CONTRACT DOCUMENTS

City of Lincoln
Nebraska

Unit Price Contract for Emergency Repair
of Underground Utilities
Bid No. 13-195

T.J. Osborn Construction Inc.
5801 Johanna Rd.
Lincoln, NE 68507
(402)464-4235

City of Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **T.J. Osborn Construction Inc., 5801 Johanna Rd., Lincoln, NE 68507** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City 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:

Unit Price Contract for Emergency Repair of Underground Utilities, Bid No. 13-195

and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, 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 mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. 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's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following 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 by the City:

   The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of $10,000.00.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.

6a. TERMINATION FOR CAUSE

a) The City may terminate the Contract if the Contractor:
   1. Refuses or fails to supply enough properly skilled workers or proper materials;
   2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
   4. Otherwise commits a substantial breach of any provision of the Contract Documents.

b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
   1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   2. Accept assignment of subcontracts; and
   3. Finish the Work by whatever reasonable method the City may deem expedient.

c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.

d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.

e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City.

f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6b. TERMINATION BY THE CITY FOR CONVENIENCE

a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.

b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:

1. Discontinue the Work to the extent specified by the City;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.

d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.

f) Upon such termination, City shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
3. Any proven losses with respect to materials and equipment directly resulting from such termination.
4. Reasonable demobilization costs.

g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreements
2. Accepted Proposal
3. Special Provisions
4. Specifications
5. Unit Price Contract Instructions and Unit Price Sheets
6. Instructions to Bidders
7. Insurance Requirements
8. Employee Classification Act, Executive Order 83319
9. Employee Classification Act Affidavit
10. Construction Bonds
11. Sales Tax Exemption Forms 13 & 17
12. Notice to Bidders

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

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 the City 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 the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST: Teresa J. Meier
City Clerk

CITY OF LINCOLN, NEBRASKA
Chris Beutler, Mayor

Approved by:

Executive Order No. 086398

Dated Aug. 27, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Allison Osborn (SEAL)
Secretary

T.F. Osborn Constr.
Name of Corporation

5801 Johanna Rd Lincoln NE 6850
Address

By: [signature]
Duly Authorized Official

Pres.
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

UNIT PRICE CONSTRUCTION CONTRACT
FOR
REPAIR OF UNDERGROUND UTILITIES

THIS CONTRACT, is made and entered into this day of , 2013 by and between, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

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

WHEREAS, the City 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 responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.

A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.

B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.

2. Term. The initial term of this Contract will be for a period of one year from the 15th day of July, 2013, through the 14th day of June, 2014, with an option by the City to renew the Contract for three additional one year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial

term of this Contract.

3. Amount of Work.

No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.

4 Termination.

A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.

B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. Specifications.

This agreement shall be executed under the requirements stated in the Specifications for Unit Price Contract - Repair of Underground Utilities and the City of Lincoln Standard Specifications For Municipal Construction, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

6. Non-Discrimination.

A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.

7. Drug Free Workplace.

A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.

B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.

C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

8. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.

9. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

10. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.

11. Indemnification.

A The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.

B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

12. Applicable Laws and Permits.

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensor and permitting requirements at all times.

B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.

C. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.

13. City's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.

14. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.

15. Contract Bonds. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.

16. Sales and Use Tax.

A. The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.

B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt such as work performed for the Lincoln Water System.

C. Contractors shall complete a tax exempt form when applicable.

17. Quotations for Individual Unit Price Projects.

A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.

B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.

C. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.

D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.

18. Use of Contractors. The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.

19. Use of Subcontractors. The City recommends, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.

20. Notice to Proceed.

A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.

B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.

C. Work shall be complete on or before the date set forth in the Notice to Proceed.

21. Invoices.

A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.

B. Each project shall be invoiced separately.

C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.

D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.

22. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

23. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract.

Dated this 27 day of June, 2013

City of Lincoln, Nebraska

Attest:

City Clerk	Mayor
T. J. Osborn Constr.	By:
Company Name	
5801 Nowanna Rd	Terry T. Osborn
Street Address	Name (Print)
Lincoln NE 68507	
City State Zip Code	Signature
402-464-4235	Pres.
Telephone Number(s)	Title

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

Bid Information

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	13-195
Title	Unit Price Contract for Emergency Repair of Underground Utilities
Bid Type	Bid
Issue Date	06/05/2013
Close Date	6/19/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	T.J.Osborn Construction Inc.
Address	5801 Johanna Rd. Lincoln, NE 68507
Contact	Terry Osborn
Department	
Building	
Floor/Room	
Telephone	1 (402) 4644235
Fax	1 (402) 4645077
Email	TJOsborn@neb.rr.com
Submitted	6/18/2013 3:31:24 PM CT
Total	$6,008.50

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Terry J Osborn
5	Unit Price Contract Instructions	I acknowledge reading and understanding the Unit Price Contract Price Sheet.	Yes
6	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
7	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: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm	Yes
8	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	10
9	Percentage Markup of all Subcontractors Cost	Percentage Markup of Sucontractor Costs. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	10
10	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	10
11	Performance/Payment Bond	I acknowledge that a $50,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Yes
12	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Yes
13	References	I have attached my References to the Response Attachment section of this bid.	Yes
14	Qualifications Statement	Please type a Qualifications Statement below.	29 years of service in Lincoln
15	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes

16	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
17	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes-No
18	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
19	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
20	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Utility Repair Crew complete with Supervisor for normal hours (8:00 am - 4 pm)	$365.00

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

2	1	Hour	Utility Repair Crew complete with Supervisor for after hours (4:00 pm - 8 am), weekend and holiday hours	$700.00

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

3	1	Hour	Additional Utility Crew or equipment operator personnel	$50.00

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

4	1	Hour	Licensed Plumber personnel	$85.00

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

5	1	Hour	Residential Paving Crew for backfill, sub-grade, base and surface during normal work hours	

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

6	1	Hour	Residential Paving Crew for backfill, sub-grade, base and surface during after hours, weekends and holidays	

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

7	1	Hour	Arterial Paving Crew for backfill, sub-grade, base and surface during normal work hours	

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

8	1	Hour	Arterial Paving Crew for backfill, sub-grade, base and surface during after hours, weekends and holidays	

Item Notes:
Labor Rates: Pricing for crews shall include all necessary personnel to operator equipment typical for the repair of utilities and pavement.

Supplier Notes:

9	1	Hour	Track Backhoe, 20 feet deep excavation	$110.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

10	1	Hour	Wheel Backhoe, 90 horse power class	$60.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

11	1	Hour	Wheel Loader, 1/2 cubic yard bucket	$50.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

12	1	Hour	Wheel Loader, 3 cubic yard bucket	$70.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

13	1	Hour	Dump Truck, 10-12 cubic yard capacity	$45.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

14	1	Hour	Side Dump, Belly Dump, 18-20 cubic yard capacity	

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

15	1	Hour	Air Compressor, 180 CFM	$40.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

16	1	Hour	Mobile Welding Truck / Equipment

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

17	1	Hour	Portable lighting plant

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

18	1	Hour	Power Grinder, 72"

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

19	1	Hour	Power Grinder, 16"

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

20	1	Hour	Power Flusher

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

21	1	Hour	Power Broom	$50.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

22	1	Hour	Concrete Saw, mobile	$500.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

23	1	Hour	Asphalt Milling equipment	

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

24	1	Hour	Asphalt lay down equipment	

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

25	1	Hour	Detachable warning panel	

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

26	1	Hour	Water pump, 4 inch	$40.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

27	1	Hour	Water pump, 6 inch	

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

28	1	Hour	Hydro excavator and vacuum (pot holing & excavation)	$65.00

Item Notes:
Equipment Items: Prices shall not include labor to operator. Labor price to operate equipment shall be compensated by rates shown under Labor Items (Bid Items 1-8)

Supplier Notes:

29	1	Cubic Yard	Removal of arterial pavement and curb	$50.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

30	1	Cubic Yard	Removal of non-arterial pavement, curb, driveways and sidewalks	$50.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

31	1	Sq Yard	Concrete base, 8 inch	$65.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

32	1	Sq Yard	Concrete base, 7 inch	$62.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

33	1	Sq Yard	Concrete base, 6 inch	$60.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

34	1	Sq Yard	Concrete base, 5 inch	$57.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

35	1	Ton	Asphalt concrete surface course for arterial streets	

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

36	1	Sq Yd	Portland cement concrete paving, 10 inch	$80.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

37	1	Sq Yd	Portland cement concrete paving, 9 inch	$77.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

38	1	Sq Yd	Portland cement concrete paving, 8 inch	$75.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

39	1	Sq Yd	Portland cement concrete paving, 7 inch	$72.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

40	1	Sq Yd	Portland cement concrete paving, 6 inch	$68.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

41	1	Sq Yd	Portland cement concrete paving with integral curb, 10 inch	$85.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

42	1	Sq Yd	Portland cement concrete paving with integral curb, 9 inch	$83.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

43	1	Sq Yd	Portland cement concrete paving with integral curb, 8 inch	$80.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

44	1	Sq Yd	Portland cement concrete paving with integral curb, 7 inch	$78.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

45	1	Sq Yd	Portland cement concrete paving with integral curb, 6 inch	$75.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

46	1	Sq Yd	Reinforced portland cement concrete paving, 10 inch

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

47	1	Sq Yd	Reinforced portland cement concrete paving, 9 inch

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

48	1	Sq Yd	Reinforced portland cement concrete paving, 8 inch

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

49	1	Sq Yd	Reinforced portland cement concrete paving, 7 inch

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

50	1	Sq Yd	Reinforced portland cement concrete paving, 6 inch	

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

51	1	LF	Combined curb and gutter	$35.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

52	1	LF	Concrete median curb

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

53	1	Each	Concrete median nose

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

54	1	Sq Ft	Concrete median surfacing, 4 inch

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

55	1	Sq Ft	Concrete sidewalk, 6 inch	$6.50

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

56	1	Sq Ft	Concrete sidewalk, 5 inch	$6.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

57	1	Sq Ft	Concrete sidewalk, 4 inch	$5.50

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

58	1	Sq Ft	Concrete driveway, 6 inch	$6.50

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

59	1	Sq Ft	Concrete driveway, 5 inch	$6.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

60	1	Sq Ft	Concrete bikeway, 5 inch	$6.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

61	1	Cubic Yard	Additional cost for high early strength concrete for all pavement thickness	

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

62	1	Ton	Crushed rock surfacing, in place	$30.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

63	1	Ton	Foundation and bedding material	$35.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

64	1	Cubic Yard	Removal of unsuitable soil	$12.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

65	1	Cubic Yard	Excavation borrow	$12.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

66	1	LF	Striping, complete	

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

67	1	LF	Sodding, complete	$1.00

Item Notes:
Materials: For bid items 29-66 refer to the Lincoln Standard Specifications for Municipal shall be considered Construction. These bid items include all labor, equipment and materials to complete the work.

Supplier Notes:

68	1	EA	Contractor mark-up for invoiced pipe materials (water & sanitary sewer) 6" - 24"	10.00%

Item Notes: Invoiced Materials & Services

Supplier Notes:

69	1	EA	Contractor mark-up for invoiced pipe materials (water & sanitary sewer) larger than 24"	10.00%

Item Notes: Invoiced Materials & Services

Supplier Notes:

70	1	EA	Contractor mark-up for invoiced pipe materials (storm), all diameters	10.00%

Item Notes: Invoiced Materials & Services

Supplier Notes:

71	1	EA	Contractor mark-up for invoiced sub-contractor services such as plumbing services and traffic control	10.00%

Item Notes: Invoiced Materials & Services

Supplier Notes:

72	1	EA	Mobilization shall be paid once per each job completed by the Contractor and only when work involves the procurement of a crew level response to complete the repair.	$2,500.00

Item Notes:

Supplier Notes:

Response Total: $6,008.50