BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 390 OF SARPY COUNTY, NEBRASKA

c/o FoleyShald Engineering, LLC.

3930 South 147th Street, Suite 200

Omaha, NE 68144

SID 390 VILLAGE ON MAIN – PHASE 1 STORM SEWER AND PAVING

132nd and Main Street

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

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
	STORM SEWER				
1	MOBILIZATION	1	LS		
2	MAINTAIN SILT FENCE	650	LF		
3	DEWATERING	40	HR		
4	STABILIZE TRENCH (3" CRUSHED ROCK AGGREGATE)	100	TN		
5	MAINTAIN CONSTRUCTION ENTRANCE (3" CRUSHED ROCK AGGREGATE)	100	TN		
6	CONSTRUCT 18" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	903	LF		
7	CONSTRUCT 24" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	677	LF		
8	CONSTRUCT 30" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	382	LF		
9	CONSTRUCT 48" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	355	LF		
10	*DELETED*	-	-	-	-
11	CONSTRUCT 54" I.D. STORM MANHOLE (1 EA)	6	VF		
12	CONSTRUCT 60" I.D. STORM MANHOLE (2 EA)	13	VF		
13	CONSTRUCT 96" I.D. STORM MANHOLE (1 EA)	15	VF		
14	CONSTRUCT 48" I.D. AREA INLET – TYPE II (2 EA)	10	VF		
15	CONSTRUCT 18" CMP CULVERT	160	LF		
16	CONSTRUCT 24" R.C. FLARED END SECTION	1	EA		
17	CONSTRUCT 36" R.C. FLARED END SECTION	1	EA		
18	CONSTRUCT 48" R.C. FLARED END SECTION	2	EA		
19	*DELETED*	-	-	-	-
20	INSTALL REINFORCED CONCRETE PIPE COUPLERS	21	EA		
21	*DELETED*	-	-	-	-
22	INSTALL RIP-RAP, TYPE A	24	TN		
23	INSTALL RIP-RAP, TYPE B	146	TN		
24	INSTALL RIP-RAP, TYPE C	168	TN		
25	72" RCP CULVERT & GRADING REIMBURSEMENT	1	LS	$169,877.40	$169,877.40
	PAVING				
101	TRAFFIC CONTROL	1	LS		
102	COMMON EARTH EXCAVATION	4,484	CY		
103	CONSTRUCT 7-INCH CONCRETE PAVEMENT (OPW 3500)	13,451	SY		
104	CONSTRUCT 6-INCH CONCRETE MEDIAN	381	SF		
105	CONSTRUCT 6-INCH GRAVEL SURFACING	344	SY		
106	ADJUST MANHOLE TO GRADE	18	EA		
107	INSTALL EXTERNAL FRAME SEAL	14	EA		
108	CONSTRUCT THICKENED EDGE	238	LF		
109	CONSTRUCT CONCRETE HEADER	168	LF		
110	CONSTRUCT CURB INLET - TYPE I	9	EA		

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111	CONSTRUCT CURB INLET - TYPE III	10	EA		
112	INSTALL CURB INLET PROTECTION	19	EA		
113	CONSTRUCT END OF ROAD BARRICADE	6	EA		
114	CONSTRUCT TEMPORARY TURNAROUND (4 EA)	1128	SF		
115	INSTALL SEEDING (SUBDIVISION MIX)	6	AC		
116	INSTALL MULCHING	6	AC		
117	INSTALL STREET NAME SIGNS	14	EA		
118	INSTALL REGULATORY SIGNS	12	EA		
119	INSTALL SIGN POSTS	12	EA		
120	INSTALL PAVEMENT TURN LANE MARKING, GROOVED, SOLID WHITE PERMANENT PAINT	4	EA		
121	INSTALL PAVEMENT STRIPING, GROOVED, 6" SOLID WHITE PERMANENT PAINT	92	LF		
122	JET EXISTING SANITARY SEWER	4,349	LF		
TOTAL					$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

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

3.02 *Total Bid Price (Unit Prices)*

Total Bid Price of _____dollars and _____cents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

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5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	**11/12/2026**
2	**11/18/2026**

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

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