

CITY OF HASTINGS

PROPOSAL

Werner
Construction

(ALL BIDS MUST BE SUBMITTED ON THIS FORM)

TO MEMBERS OF THE CITY COUNCIL
CITY OF HASTINGS
HASTINGS, NEBRASKA

THE UNDERSIGNED, having examined the plans, specifications, general and special conditions and other contract documents, including any addenda thereto, and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal, (b) the location, arrangement, character, conditions of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures and other installations, both surface and underground, which may affect or be affected by the proposed work, (c) the nature and extent of the embankments and excavations to be made and the type, character and general condition of materials to be filled and excavated, (d) the necessary handling and re-handling of excavated materials, (e) the difficulties and hazards to the work which might be caused by storm and flood water, (f) local conditions relative to labor, transportation, hauling and rail facilities and (g) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant, to perform all necessary labor and supervision and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following proposal for:

Project No. SID 2015-1
9th Street – 2nd Avenue – Elm Avenue to Ash Avenue

PROJECT QUANTITIES
PROJECT NO. SID 2015-1 Bid Section "B"
Base Bid for 9th Street Paving Improvements

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	L.S.	\$ 45,000.00	\$ 45,000.00
2	8" P.C. Concrete Pavement (47B)	3,403	S.Y.	\$ 44.79	\$ 152,420.37
3	5" P.C. Concrete Driveway (47B)	324	S.Y.	\$ 46.55	\$ 15,082.20
4	4" Concrete Sidewalk	429	S.Y.	\$ 40.00	\$ 17,160.00
5	Detectable Warning Panel	56	S.F.	\$ 35.00	\$ 1,960.00
6	Gravel Surfacing	50	TON	\$ 30.00	\$ 1,500.00
7	Curb Inlet	6	EACH	\$ 5,000.00	\$ 30,000.00
8	Storm Sewer Manhole	3	EACH	\$ 5,750.00	\$ 17,250.00
9	24" RCP Storm Sewer Pipe	532	LIN. FT.	\$ 69.00	\$ 36,708.00
10	18" RCP Storm Sewer Pipe	178	LIN. FT.	\$ 59.00	\$ 10,502.00
11	Temporary Erosion Control	200	LIN. FT.	\$ 12.00	\$ 2,400.00
12	Curb Inlet Sediment Filter	6	EACH	\$ 150.00	\$ 900.00
13	Remove & Reset Mailbox	12	EACH	\$ 200.00	\$ 2,400.00
14	Adjust Water Valve Box to Grade	8	EACH	\$ 350.00	\$ 2,800.00
15	Adjust Gas Valve Box to Grade	2	EACH	\$ 350.00	\$ 700.00
16	Adjust Manhole to Grade	2	EACH	\$ 500.00	\$ 1,000.00
17	Remove Pavement	2927	S.Y.	\$ 7.65	\$ 22,391.55
18	Remove Driveway	142	S.Y.	\$ 10.00	\$ 1,420.00
19	Remove Sidewalk	202	S.Y.	\$ 12.50	\$ 2,525.00
20	Remove Storm Sewer Inlet	4	EACH	\$ 690.00	\$ 2,760.00
21	Remove Storm Sewer Pipe	184	LIN. FT.	\$ 21.00	\$ 3,864.00
22	Remove Driveway Culvert	3	EACH	\$ 300.00	\$ 900.00
23	Large Tree Removal	1	EACH	\$ 1,000.00	\$ 1,000.00
24	Traffic Control/Barricades	1	L.S.	\$ 3,000.00	\$ 3,000.00
25	Earthwork	1	L.S.	\$ 21,000.00	\$ 21,000.00
26	Overexcavation	500	C.Y.	\$ 28.50	\$ 14,250.00
27	Flyash Stabilized Subgrade	3403	S.Y.	\$ 10.48	\$ 35,663.44
28	Seeding	1400	S.Y.	\$ 3.00	\$ 4,200.00
TOTAL					\$ 450,756.56

Four hundred fifty thousand seven hundred fifty six dollars and fifty-six Cents

Amount shall be shown in both words and figures.
In case of a discrepancy, the amount shown in words will govern.

PROJECT QUANTITIES
PROJECT NO. SID 2015-1 Bid Section "A" Alternate #1
9th Street Paving Improvements

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
1	8" P.C. Concrete Pavement (47B)	701	S.Y.	\$ 56.16	\$ 39,368.16
2	4" Concrete Sidewalk	15	S.Y.	\$ 50.01	\$ 750.15
3	Detectable Warning Panel	8	S.F.	\$ 35.00	\$ 280.00
4	Curb Inlet	2	EACH	\$ 5,900.00	\$ 11,800.00
5	Area Inlet	3	EACH	\$ 5,900.00	\$ 17,700.00
6	Reconstruct Area Inlet	1	EACH	\$ 6,900.00	\$ 6,900.00
7	Reconstruct Manhole	2	EACH	\$ 6,900.00	\$ 13,800.00
8	30" RCP Storm Sewer Pipe Class 3	598	LIN. FT.	\$ 110.00	\$ 65,780.00
9	24" RCP Storm Sewer Pipe Class 3	126	LIN. FT.	\$ 75.00	\$ 9,450.00
10	18" RCP Storm Sewer Pipe Class 3	70	LIN. FT.	\$ 59.00	\$ 4,130.00
11	12" PVC Storm Sewer Pipe Class 3	27	LIN. FT.	\$ 36.00	\$ 972.00
12	Concrete Pipe Collar	1	EACH	\$ 207.00	\$ 207.00
13	Tap Storm Sewer Pipe	1	EACH	\$ 345.00	\$ 345.00
14	Curb Inlet Sediment Filter	2	EACH	\$ 150.00	\$ 300.00
15	Area Inlet Sediment Filter	4	EACH	\$ 150.00	\$ 600.00
16	Temporary Erosion Control	200	LIN. FT.	\$ 12.00	\$ 2,400.00
17	Remove Pavement	4,866	S.Y.	\$ 7.65	\$ 37,224.90
18	Remove Sidewalk	229	S.Y.	\$ 12.50	\$ 2,862.50
19	Remove Storm Sewer Inlet	4	EACH	\$ 690.00	\$ 2,760.00
20	Remove Storm Sewer Pipe	278	LIN. FT.	\$ 18.00	\$ 5,004.00
21	Remove Tree	1	EACH	\$ 1,500.00	\$ 1,500.00
22	Seeding	150	S.Y.	\$ 4.00	\$ 600.00
23	Traffic Control/Barricades	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
				TOTAL	\$ 226,733.71

Two hundred twenty six thousand seven hundred thirty three dollars and seventy one cents

Amount shall be shown in both words and figures.

In case of a discrepancy, the amount shown in words will govern.

PROJECT QUANTITIES
PROJECT NO. SID 2015-1 Bid Section "A" Alternate #2
9th Street Paving Improvements

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
1	8" P.C. Concrete Pavement (47B)	701	S.Y.	\$ 56.16	\$ 39,368.16
2	4" Concrete Sidewalk	15	S.Y.	\$ 50.01	\$ 750.15
3	Install Detectable Warning Panel (Pad Furnished by City)	8	S.F.	\$ 35.00	\$ 280.00
4	Curb Inlet	2	EACH	\$ 5,900.00	\$ 11,800.00
5a	Pre-Fabricated Drain Basin	3	EACH	\$ 5,800.00	\$ 17,400.00
6	Reconstruct Area Inlet	1	EACH	\$ 6,900.00	\$ 6,900.00
7	Reconstruct Manhole	2	EACH	\$ 6,900.00	\$ 13,800.00
8a	30" HDPE Storm Sewer Pipe	598	LIN. FT.	\$ 102.00	\$ 60,996.00
9	24" RCP Storm Sewer Pipe Class 3	126	LIN. FT.	\$ 75.00	\$ 9,450.00
10a	18" HDPE Storm Sewer Pipe	70	LIN. FT.	\$ 52.00	\$ 3,640.00
11	12" PVC Storm Sewer Pipe SDR 26	27	LIN. FT.	\$ 36.00	\$ 972.00
12	Concrete Pipe Collar	1	EACH	\$ 207.00	\$ 207.00
13	Tap Storm Sewer Pipe	1	EACH	\$ 345.00	\$ 345.00
14	Curb Inlet Sediment Filter	2	EACH	\$ 150.00	\$ 300.00
15	Area Inlet Sediment Filter	4	EACH	\$ 150.00	\$ 600.00
16	Temporary Erosion Control	200	LIN. FT.	\$ 12.00	\$ 2,400.00
17	Remove Pavement	4866	S.Y.	\$ 7.65	\$ 37,224.90
18	Remove Sidewalk	229	S.Y.	\$ 12.50	\$ 2,862.50
19	Remove Storm Sewer Inlet	4	EACH	\$ 690.00	\$ 2,760.00
20	Remove Storm Sewer Pipe	278	LIN. FT.	\$ 18.00	\$ 5,004.00
21	Remove Tree	1	EACH	\$ 1500.00	\$ 1500.00
22	Seeding	150	S.Y.	\$ 4.00	\$ 600.00
23	Traffic Control/Barricades	1	Lump Sum	\$ 2000.00	\$ 2000.00
TOTAL					\$ 221,159.71

Two hundred twenty one thousand one hundred fifty-nine dollars and seventy-one cents

Amount shall be shown in both words and figures.

In case of a discrepancy, the amount shown in words will govern.

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements. The proposed work is to commence as soon as possible after the contract is signed and the required bond is approved with completion of work on or before September 15, 2016. (SEE SPECIAL PROVISIONS)

Enclosed herewith is the required bid bond in the amount of 5% of Base Bid which the undersigned bidder agrees is to be forfeited to and become the property of the City of Hastings, Nebraska, as liquidated damages should this proposal be accepted and a contract awarded to bidder and bidder fail to enter into a contract in the form prescribed and to furnish the required performance bond within ten (10) days, but otherwise the aforesaid proposal guarantee will be returned upon bidder signing the contract and delivering the approved performance bond.

In submitting this bid, it is understood that the right is reserved by the City to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of thirty (30) days after the scheduled time for the receipt of bids.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that bidder has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Hastings and (d) that bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

DATED IN Hastings, NE this 2 day of March, 2016.

I/We hereby acknowledge receipt of Addenda Nos. _____.

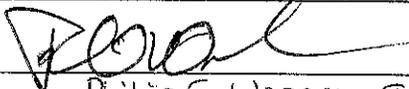
SIGNATURE OF BIDDER:

If an Individual: _____ doing business as

If a Partnership: _____

By: _____
Member of Firm

If a Corporation: Werner Construction, Inc.

By: 
Philip F. Werner, Jr.

Title: President

Business Address of Bidder:

129 E 2nd St.

P.O. Box 1087

Hastings, NE 68901

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Werner Construction, Inc.

P.O. Box 1087

Hastings, NE 68902

OWNER:

(Name, legal status and address)

City Treasurer of Hastings

220 N Hastings Ave.

Hastings, NE 68901

BOND AMOUNT: Five percent of the amount bid -----

(\$-5%-)

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, IA 50308-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT:

(Name, location or address, and Project number, if any)

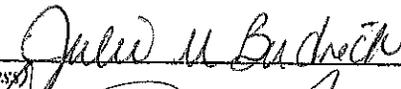
Project No. SID 2015-1, 9th Street-2nd Avenue-Elm Avenue to Ash Avenue

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

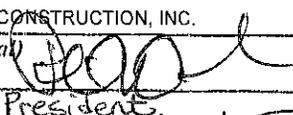
Signed and sealed this 2nd day of March, 2016


(Witness)


(Witness)

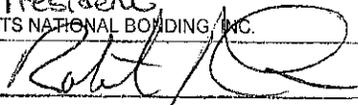
WERNER CONSTRUCTION, INC.

(Principal)


(Title) President

MERCHANTS NATIONAL BONDING, INC.

(Surety)


(Title) Robert T. Cirone

Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

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061110

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt; Thomas L King

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

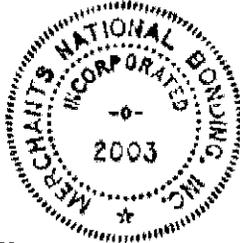
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of July, 2015



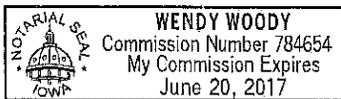
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Polk ss.

On this 20th day of July, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

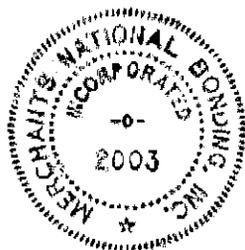


(Expiration of notary's commission does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of March 2016



William Warner Jr.
Secretary