

INVITATION FOR BIDS

Pierce Prosperity Foundation, Inc. will receive Bids for the construction of Conewood Acres Subdivision – Phase I - Paving until 1:30 p.m. on January 4, 2023, at the office of Gilmore & Associates, Inc., 2670 33rd Avenue, Columbus, Nebraska. Bid opening will be private.

The construction Work contemplated in this Project includes the following principal features:

CONEWOOD ACRES SUBDIVISION – PHASE I - PAVING

Construct 6" PC Concrete Paving, NDOT Type 47B-3500	2,226	Sq. Yds.
Dowel Bars	35	Each
Construct Expansion Joint	31	L.F.
Construct Concrete Header	31	L.F.
Testing		JOB
Silt Structures at Culvert Ends	2	Each
18" HP Storm Tech Piping	60	L.F.
Final Grading		JOB

The Bid shall be an aggregate bid on all Work to be performed, broken down in such a manner as will accurately reflect unit prices for estimated quantities set out herein. Details of construction, materials to be used, and methods of installation for this Project are given in the Drawings and Project Manual. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. Complete sets of Bidding Documents as issued by QuestCDN and/or the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or Bidding Documents obtained from any source other than QuestCDN or the Issuing Office. A Contract will be awarded to the low, responsive, responsible Bidder, based on the total aggregate base bid for the Work, construction time schedule, materials, and past performance on contracts with the Owner.

The Bidder shall thoroughly examine the construction site, soil conditions, contract documents, addenda, scope, and intent of the Work prior to preparing his Bid for items listed in the Bid Schedule as "Lump Sum". Failure of the Bidder to accurately estimate the quantity of materials or suitability of his construction means to perform the Work required in the Contract Documents shall not be a basis for additional payments for any item listed in the Bid Schedule as "Lump Sum" and no additional compensation shall be made. Cost of all materials and work necessary for, or incidental to, the construction of the Project as shown on the Drawings or described in the Project Manual, and not specifically listed in the Bid Schedule, shall be incorporated by the Bidder in the "Lump Sum" items of the Bid Schedule as he deems appropriate. Complete compensation will be considered as included in the payment for the "Lump Sum" items of the Bid Schedule.

Bidding Documents, including Drawings and Project Manual, are on file at Gilmore & Associates, Inc., 2670 33rd Avenue, Columbus, Nebraska. These documents may be downloaded in electronic portable document format (pdf) for bidding purposes from [QuestCDN](http://www.questcdn.com), at www.questcdn.com, Project #8352826 for \$15.00. No refund will be issued to the Successful Bidder(s).

Complete sets of Bidding Documents as issued by the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or copies of Bidding Documents obtained in electronic media form, internet plan rooms or other internet sites, or copies of Bidding Documents obtained from any source other than the Issuing Office.

Each Bid shall be accompanied in a separate sealed envelope by a certified check drawn on a solvent bank in the State of Nebraska or Bid Bond in an amount not less than five percent of the total aggregate base bid of all divisions bid by Bidder, and shall be made payable to Pierce Prosperity Foundation, Inc., as security that the Bidder to whom the Contract will be awarded will enter into a Contract to build the improvements in accordance with this notice, and give bond in the sum as hereinafter provided for construction of the improvements. Checks and bonds accompanying Bids not accepted shall be returned to the Bidder in accordance with terms contained in the Instructions to Bidders.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Article 15.06 of the Standard General Conditions on or before the date indicated in the Agreement. The total base bid, in combination with any alternates, substitutions, or additions, if any, accepted and awarded by Owner shall be the basis for establishing the amount of the Performance Bond and Payment Bond on this Contract. The total base bid is based on the quantities shown in the Bid and is subject to additions or reductions according

to the actual construction quantities and measurements of finished construction, as determined by the Engineer, upon completion of construction.

The undersigned hereby agrees, if awarded the Contract, to furnish a Performance Bond in an amount equal to 100 percent of the Contract sum as security for the faithful performance of the Contract (including guarantee provisions) and also a Labor and Materials Payment Bond in an amount not less than 100 percent of the Contract sum as security for the payment of all persons performing labor on the Project under the Contract, and furnishing materials in connection with this Contract.

It is hereby agreed that, in case of failure of the undersigned either to execute the Contract, or to furnish bonds or insurance certificates, which are satisfactory to the Owner, within 15 days after issuance of Notice of Award, the amount of this Bid guaranty shall be forfeited to the Pierce Prosperity Foundation, Inc. as liquidated damages arising out of the failure of the undersigned to complete the above-stated. It is understood that, in case the undersigned is not awarded the Work, the Bid guaranty will be returned, as provided in the Bidding Documents.

No Bids shall be withdrawn after the opening of Bids without consent of Ferguson Properties, Inc. for a period of 45 days after the scheduled time of opening Bids.

The Successful Bidder will be required to furnish satisfactory Performance and Payment Bonds in the sum of the full amount of the Contract. Said bonds, to be executed by a responsible corporate surety, shall guarantee: the faithful performance of the Contract; the terms and conditions therein contained; and payment for all labor and materials used in connection with the Work.

Pierce Prosperity Foundation, Inc., reserves the right to reject any and all Bids and to waive any technicalities in bidding.

Pierce Prosperity Foundation, Inc.
Owner/Developer