906 South 26th Street | Lincoln, NE 68510 | Phone: 402.483.5466 | Fax: 402.483.1722 | www.speecelewis.com

June 5, 2020

Mr. Scott Huppert
Dodge County Highway Superintendent
435 N Park Room 204
Fremont NE 68025

RE:

Channel Repair Project

Structure No's: C002730645, C002711435, C002701820, C002710235, C002701935,

C002703715P, C002701210

Dodge County, Nebraska

Dear Mr. Huppert:

Enclosed you will find three (3) copies of the contracts for the above referenced projects.

The Contractor, KRW Construction Inc., has signed all copies and provided us with their Performance Bonds, Payment Bonds, and Proof of Insurance.

Please have the contracts signed by the Chairperson of the Dodge County Board of Supervisors at your earliest convenience. You may keep one (1) copy of each contract for your records and return the remaining two (2) copies to our office for distribution and project file.

If you should have any further questions, please contact our office.

Respectfully Submitting,

SPEECE LEWIS ENGINEERS, INC.

Tim Farmer, P.E.

President

Enc.

Roads & Highways | Hydrology & Hydraulics | Structural Engineering | Civil Engineering | Bridges | Wetlands | Surveying | Inspection

CONTRACT

This agreement, made and entered into in triplicate, this 21st day of May, 2020, by and between Dodge County acting through its authorized Board of Supervisors party of the first part and hereinafter called the owner or the Board, and KRW Construction Inc., authorizing agent, party of the second part and hereinafter called the Contractor.

The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002730645 and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$79,322.50 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

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The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002711435 and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$32,505.00 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

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The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002701820 and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$37,687.50 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

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The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002710235 and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$29,832.50 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

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The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002701935 and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$122,197.00 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

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The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002703715P and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$62,300.00 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

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The Contractor did, on the 18th day of May, 2020, submit a proposal for construction of Dodge County Channel Repair Structure No. C002701210 and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Channel Repair in Dodge County, Nebraska" and previously filed with the Highway Department, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$76,937.50 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The owner agrees to pay the Contractor in accordance with the provisions of said Plans and Specifications and the accepted Proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

Date