

Date of Issuance:	<b>JEO Consulting Group, Inc.</b>	Effective Date:	<b>January 12, 2016</b>
Owner:	<b>City of Lexington, NE</b>	Owner's Contract No.:	
Contractor:	<b>Road Builders Inc.</b>	Contractors's Project No.:	
Engineer:	<b>JEO Consulting Group, Inc.</b>	Engineer's Project No.:	<b>100380.00</b>
Project:	<b>Lexington Plum Creek Park Restoration</b>	Contract Name:	<b>Lexington Plum Creek Park Restoration</b>

The Contract is modified as follows upon execution of this Change Order:  
 Description: **Field Measured Quantities, Additional work per City's request, & Replace Damaged Light Pole.**

Attachments: Change Order Estimate

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,046,083.00</u>	Original Contract Times: <u>September 1, 2015</u> Substantial Completion: <u>150 Days</u> Ready for Final Payment: <u>180 Days</u> days or dates
Decrease from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>(591,107.00)</u>	[[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: <u>-</u> Ready for Final Payment: <u>-</u> days
Contract Price prior to this Change Order: \$ <u>454,976.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>-</u> Ready for Final Payment: <u>-</u> days or dates
Increase of this Change Order: \$ <u>28,579.96</u>	[[Increase] [Decrease] of this Change Order: Substantial Completion: <u>June 30, 2016</u> Ready for Final Payment: <u>July 30, 2016</u> days or dates
Contract Price incorporating this Change Order: \$ <u>483,555.96</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2016</u> Ready for Final Payment: <u>July 30, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Paul Lane</i></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u><i>Joseph</i></u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>PRESIDENT</u>
Date: <u>1/6/16</u>	Date: _____	Date: <u>1-6-16</u>

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Change Order Estimate

JEO Project Name: <b>Lexington Plum Creek Park Restoration</b>		JEO Project Number: <b>100380.00</b>			
Owner: <b>City of Lexington, NE</b>		Change Order Number: <b>2</b>			
Contractor: <b>Road Builders Inc.</b>		Effective Date: <b>January 12, 2016</b>			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
3	Lake Dredging	-900	CY	\$12.40	(\$11,160.00)
5	Bank Shaping	1056	LF	\$17.00	\$17,952.00
7	1/4" Crushed Rock	-12.9	TON	\$62.00	(\$799.80)
8	3" Rock	-7.28	TON	\$58.00	(\$422.24)
	Additional Labor (Tennis Courts, N. side of berm, Area 5, etc)	1	LS	\$16,780.00	\$16,780.00
	Additional Seeding	1	LS	\$8,230.00	\$8,230.00
	City Replaced Damaged Light Pole	-1	LS	\$2,000.00	(\$2,000.00)
					\$0.00
<b>Total</b>					<b>\$28,579.96</b>

**EXHIBIT "E"**  
**RECOMMENDATION OF ACCEPTANCE**

---

DATE OF ISSUANCE: January 12, 2016

---

OWNER: City of Lexington, Nebraska  
CONTRACTOR: Road Builders Inc  
Contract: Lexington Plum Creek Park Lake Restoration  
Project: Lexington Plum Creek Park Lake Restoration

OWNER's Contract No.: \_\_\_\_\_

ENGINEER's Project No.: 100380

---

This Recommendation of Acceptance applies to all Work under the Contract Documents or to the following specified parts thereof:

To: City of Lexington, Nebraska  
OWNER

And To: Road Builders Inc  
CONTRACTOR

---

The Work to which this Recommendation of Acceptance applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on January 12, 2016, expressly subject to the provisions of the related Agreement documents and the terms and conditions set forth herein.

**CONDITIONS OF RECOMMENDATION OF ACCEPTABILITY OF WORK**

The Recommendation of Acceptability of Work ("Recommendation") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Recommendation and rely thereon agree:

1. Said Recommendation is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Recommendation reflects and is an expression of the professional judgment of ENGINEER.
3. Said Recommendation is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Recommendation is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced herein, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced herein.

5. Said Recommendation is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced herein nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents. The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: Responsible for security, operation, safety and maintenance.

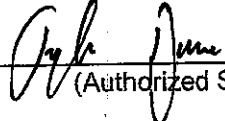
CONTRACTOR: Responsible for the one-year warranty and guarantee shall commence to run as of the date of acceptance by the OWNER shown below.

The following documents are attached to and made a part of this Recommendation of Acceptance:  
Payment Application No. 3 and Final

This Recommendation of Acceptance does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.


Executed by ENGINEER on 1/6/16  
Date

JEO Consulting Group, Inc.  
ENGINEER

By:   
(Authorized Signature)

CONTRACTOR accepts this Recommendation of Acceptance on 1-6-16  
Date

Road Builders Inc  
CONTRACTOR

By:   
(Authorized Signature)

OWNER accepts this Recommendation of Acceptance on \_\_\_\_\_  
Date

City of Lexington, Nebraska  
OWNER

By: \_\_\_\_\_  
(Authorized Signature)

## Contractor's Application for Payment No.

**003 & FINAL**

	Application Period: 11/6/2015 thru 1/6/2016	Application Date: 1/6/2016
To (Owner): City of Lexington NE	From (Contractor): Road Builders Inc	Via (Engineer): JEO Consulting Group
Project: Plum Creek Park Lake Restoration	Contract: Plum Creek Park Lake Restoration	
Owner's Contract No.:	Contractor's Project No.: 1507	Engineer's Project No.: 100380

### Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
Change Order #1		\$591,107.00	1. ORIGINAL CONTRACT PRICE..... \$ 1,046,083.00
Change Order #2	\$28,579.96		2. Net change by Change Orders..... \$ (\$562,527.04)
			3. Current Contract Price (Line 1 ± 2)..... \$ 483,555.96
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 483,555.96
			5. RETAINAGE:
			a. X \$483,555.96 Work Completed..... \$
			b. X _____ Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 483,555.96
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 358,809.71
			8. AMOUNT DUE THIS APPLICATION..... \$ 124,746.25
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$
<b>TOTALS</b>	\$28,579.96	\$591,107.00	
<b>NET CHANGE BY CHANGE ORDERS</b>	-\$562,527.04		

#### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:

By: JOSEPH AUGUSTINE

Date: 1-6-16

Payment of: \$ 124,746.25  
(Line 8 or other - attach explanation of the other amount)

is recommended by: 1/6/16  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

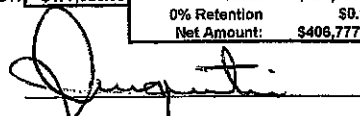
OWNER: City of Lexington  
406 East 7th Street  
Lexington, Nebraska 68850

CONTRACTOR: Road Builders, Inc.  
20 Alodium PLC, 6710 L Street  
Lincoln, NE 68510

PROJECT: Plum Creek Park Lake Renovation  
Project No. 100380  
City of Lexington

APPLICATION NO.: 003  
APPLICATION DATE: 1/6/2016  
PERIOD TO: 1/6/2016

Bid Item No.	Description	CONTRACT QUANTITIES AND COSTS				PREVIOUS PERIOD(S)		THIS PERIOD		TO DATE		Balance to Complete	Percentage Complete
		Quantity	Unit	Unit Price	Contract Amount	Previous Quantity	Previous Amount	Quantity Completed	Amount Due	Quantity Completed	Billed to Date		
1A	MOBILIZATION	1	LS	\$45,498.00	\$45,498.00	0.90	\$40,948.20	0.10	\$4,549.80	1.00	\$45,498.00	\$0.00	100%
1B	DEMOBILIZATION	1	LS	\$58,502.00	\$58,502.00	0.90	\$52,651.80	0.10	\$5,850.20	1.00	\$58,502.00	\$0.00	100%
2	CLEARING AND GRUBBING	1	LS	\$50,000.00	\$50,000.00	1.00	\$50,000.00	0.00	\$0.00	1.00	\$50,000.00	\$0.00	100%
3	LAKE DREDGING	9000	CY	\$12.40	\$111,800.00	8,100.00	\$100,440.00	0.00	\$0.00	0.00	\$100,440.00	\$11,160.00	0%
4	FOREBAY BERM	1	LS	\$9,200.00	\$9,200.00	1.00	\$9,200.00	0.00	\$0.00	0.00	\$9,200.00	\$0.00	0%
5	BANK SHAPING	2,300	LF	\$17.00	\$39,100.00	2,300	\$39,100.00	1,056.00	\$17,952.00	3,356.00	\$57,052.00	-\$17,952.00	146%
6	RIPRAP TYPE "B"	790	TON	\$70.00	\$55,300.00	624.05	\$43,693.50	165.95	\$11,616.50	790.00	\$55,300.00	\$0.00	100%
7	1/4" Crushed Rock	62	TON	\$62.00	\$3,844.00	49	\$3,044.20	0.00	\$0.00	49.10	\$3,044.20	\$799.80	79%
8	3-INCH ROCK	120	TON	\$58.00	\$6,960.00	112.72	\$6,537.76	0.00	\$0.00	112.72	\$6,537.76	\$422.24	94%
11	SITE RESTORATION AND GENERAL SEEDING AND MULCHING	1.0	LS	\$26,000.00	\$26,000.00	0.50	\$13,000.00	0.50	\$13,000.00	1.00	\$26,000.00	\$0.00	100%
14	ADA ANGLER PAD	3	EA	\$9,000.00	\$27,000.00	3.00	\$27,000.00	0.00	\$0.00	3.00	\$27,000.00	\$0.00	100%
15	24-INCH HDPE PIPE AND APPURTENANCES	1	ES	\$4,000.00	\$4,000.00	0.80	\$3,200.00	0.20	\$800.00	1.00	\$4,000.00	\$0.00	100%
16	RIPRAP SHOAL	12	TON	\$118.00	\$1,416.00	12.00	\$1,416.00	0.00	\$0.00	12.00	\$1,416.00	\$0.00	100%
17	GRAVEL SHOAL	12	TON	\$103.00	\$1,236.00	12.00	\$1,236.00	0.00	\$0.00	12.00	\$1,236.00	\$0.00	100%
18	3-INCH ROCK SHOAL	12	TON	\$100.00	\$1,200.00	12.00	\$1,200.00	0.00	\$0.00	12.00	\$1,200.00	\$0.00	100%
19	TREE STRUCTURE	2	EA	\$560.00	\$1,120.00	2.00	\$1,120.00	0.00	\$0.00	2.00	\$1,120.00	\$0.00	100%
21	INSURANCE AND BOND	1	LS	\$13,000.00	\$13,000.00	1.00	\$13,000.00	0.00	\$0.00	1.00	\$13,000.00	\$0.00	100%
	ADDITIONAL LABOR	1	LS	\$16,780.00	\$16,780.00	0.00	\$0.00	1.00	\$16,780.00	1.00	\$16,780.00	-\$16,780.00	100%
	ADDITIONAL SEEDING	1	LS	\$8,230.00	\$8,230.00	0.00	\$0.00	1.00	\$8,230.00	1.00	\$8,230.00	-\$8,230.00	100%
	DAMAGED LIGHT POLE	1	LS	-\$2,000.00	-\$2,000.00	0.00	\$0.00	1.00	-\$2,000.00	1.00	-\$2,000.00	\$2,000.00	100%
<b>TOTAL CONTRACT:</b>					<b>\$477,986.00</b>	<b>Total:</b>	<b>\$406,777.46</b>	<b>Total:</b>	<b>\$76,778.50</b>	<b>Total:</b>	<b>\$483,555.96</b>	<b>-\$28,579.96</b>	<b>101%</b>
						<b>0% Retention</b>	<b>\$0.00</b>	<b>0% Retention</b>	<b>\$0.00</b>	<b>0% Retention</b>	<b>\$0.00</b>		
						<b>Net Amount:</b>	<b>\$406,777.46</b>	<b>Net Amount:</b>	<b>\$76,778.50</b>	<b>Net Amount:</b>	<b>\$483,555.96</b>		

  
Road Builders, Inc.  
Joseph Augustine, President

Date: 1-6-16