

ARTICLE I  
CONTRACT DOCUMENTS  
INDEX

1. Notice to Bidders
2. Proposal
3. Affidavit
4. Bond
5. Contract

Notice to Contractors

Sealed bids will be received in the City offices, 309 North 5<sup>th</sup> Street, Norfolk, Nebraska, until 2:00 p.m. on the [redacted] day of [redacted], 20[redacted] to furnish all labor, materials, use of contractor's equipment, plant, and all else necessary to properly construct all of the improvements for

**Project Name**

at which hour, or as soon as possible thereafter, the bids will be opened, read aloud, and tabulated, in the presence of all attending bidders to furnish said labor, materials, and equipment broken down to accurately reflect unit prices for all estimated quantities.

This project consists of [redacted]

All work called for in the plans and specifications shall be furnished in strict accordance with the plans and specifications prepared by the Engineering Division of the Public Works Department of the City of Norfolk, and bids will be received only upon the forms furnished by the City.

Each bid must be accompanied by a bid bond or certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of 5% of the total bid price and must be payable without condition to the Treasurer, City of Norfolk, Nebraska, as evidence of good faith of the bidder and as agreed liquidated damages in case the bidder whose proposal is accepted by the City of Norfolk fails to enter into contract within ten (10) days from the Notice of the Award or fails to furnish acceptable bond to complete the work and pay for all labor and materials used, said bond to be in the amount of 100% of the total bid price.

The bid security (i.e. bid bond or certified check) as outlined in Articles I and III of these specifications shall be submitted in a **separate envelope** along with the proposal. The bid security shall be clearly marked and accessible without needing to open the envelope containing the proposal. Any proposal that does not have bid security as outlined above will not be accepted and is subject to rejection.

The Issuing Office for the bidding documents is: City of Norfolk, 309 North 5<sup>th</sup> Street, Norfolk Ne 68701. Questions should be directed to Steven Rames, Public Works Director/City Engineer at (402)844-2020.

Bidding documents also may be examined at:

- City of Norfolk, 309 N. 5<sup>th</sup> Street, Norfolk, NE 68701
- Norfolk Builders Exchange, 609 W. Norfolk Avenue, Norfolk, NE 68701

A complete set of electronic (PDF) plans, specifications, and contract documents may be obtained from the Issuing Office at no charge. A complete set of printed plans, specifications, and contract documents may be obtained from the Issuing Office for a non-refundable charge of \$75.00.

The City of Norfolk, Nebraska, reserves the right to waive informalities and to reject any or all bids.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Brianna Duerst  
City Clerk

Publish (\_\_\_\_\_)  
1 P.O.P.

PROPOSAL

Norfolk, Nebraska

\_\_\_\_\_, 20\_\_\_\_

MAYOR AND CITY COUNCIL  
NORFOLK, NEBRASKA

Gentlemen:

The undersigned, having examined the plans and specifications and contract documents and the site of the work, hereby proposes to furnish all labor, materials, use of contractor's equipment and plant and all else necessary for the performance of the work as set forth in the plans and specifications for the

**Project Name**

according to the following schedule of approximate quantities for the unit price herein set forth.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
	_____:				
1.					\$ _____
2.					\$ _____
3.					\$ _____
4.					\$ _____
*5.					\$ _____
6.					\$ _____
*7.					\$ _____
*8.					\$ _____
9.					\$ _____
10.					\$ _____
Total Bid for _____				\$	_____

\_\_\_\_\_  
(Written in Words)

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good and sufficient surety.

All work must be completed by \_\_\_\_\_, 20\_\_\_\_. For each calendar day that work shall remain uncompleted after the date, the amount of One Hundred Fifty (\$150) dollars per calendar day will be assessed not as a penalty, but as a predetermined and agreed amount to be used in part to pay additional expenses incurred by the City after the end of the contract period.

We have herewith submitted a bid bond or certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$\_\_\_\_\_, being five percent (5%) of the amount of the proposal, which shall become the property of the City of Norfolk, Nebraska, in case the undersigned fails to enter into a valid contract within ten (10) days with the City.

The bid security (i.e. bid bond or certified check) as outlined in Articles I and III of these specifications shall be submitted in a **separate envelope** along with the proposal. The bid security shall be clearly marked and accessible without needing to open the envelope containing the proposal. Any proposal that does not have bid security as outlined above will not be accepted and is subject to rejection.

In submitting this proposal, the contractor further states that he is complying with, and if awarded a contract, will continue to comply with fair labor standards as defined in 73-104, R.S. Nebraska Statutes in pursuit of his business and in execution of this contract on which he is bidding.

The bidder hereby acknowledges receipt of Addenda No. \_\_\_\_\_ through No. \_\_\_\_\_.

The City of Norfolk, Nebraska, reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids.

Respectfully submitted,

If an Individual:

\_\_\_\_\_  
(Signature of Individual)

doing business as

\_\_\_\_\_  
(Name of Firm)

-----

If a Partnership:

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Signature of Partner)

\_\_\_\_\_  
(Signature of Partner)

-----  
If a Corporation:

\_\_\_\_\_  
(Name of Corporation)

ATTEST:

\_\_\_\_\_  
(Officer's Signature)

\_\_\_\_\_  
(Title)

-----  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

AFFIDAVIT

I, \_\_\_\_\_ of  
Owner or Authorized Agent

\_\_\_\_\_ solemnly swear that the bid  
Contractor

herewith submitted was not the result of any agreement or understanding, written  
or otherwise, with any competing bidder, or any other competitor of the Contractor, prior  
to the time this bid on \_\_\_\_\_ was submitted at the  
Project  
letting held by the City of Norfolk in Norfolk, Nebraska, on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

by \_\_\_\_\_  
Name of Person Making Affidavit

SEAL

Subscribed in my presence and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

BOND

NOTE: No security except surety company bond will be accepted by the City Council.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, and \_\_\_\_\_, a duly incorporated bonding Company authorized to do business in the State of Nebraska, as surety, are held and firmly bound unto the City of Norfolk, Nebraska, in the penal sum of \_\_\_\_\_ DOLLARS, (\_\_\_\_\_) to be levied of our property, goods and chattels, in case default is made in the conditions following, that is to say:

WHEREAS, the said \_\_\_\_\_ is about to enter into contract with the City of Norfolk, Nebraska, whereby \_\_\_\_\_ agrees to construct \_\_\_\_\_ of said city and perform and maintain certain work, according to the terms of the foregoing contract and specifications.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said \_\_\_\_\_ shall well and faithfully perform specifications for such work on file in the office of the City Engineer of said city, and to the satisfaction of the Engineer, Mayor and City Council of said city, and shall make payment in full for all materials used and all labor employed in the execution of this contract, or in the repair or maintenance of such work, and shall maintain said work in the good and acceptable condition by making all necessary repairs or renewals to same whenever called upon to do so by the City Engineer during a period of one year from date of final acceptance of the work by the Mayor and City Council, said period not to expire until the city officials of the City of Norfolk shall properly certify to the surety on this bond that the contractor has properly fulfilled all the guarantee and maintenance provisions required by the contract, and that there are no reasonable objections on the part of the City Council to the releasing of the contractor and his surety from all further obligation to the City of Norfolk, said contract being referred to as part of this bond for greater certainty, and the contractor shall also present to the City Council evidence of satisfactory settlement or adjustment of all claims or liens against the work, then these presents shall become void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In Presence of: \_\_\_\_\_  
As Principal

\_\_\_\_\_  
As Sureties

BY \_\_\_\_\_

(SEAL)



## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, party of the first part, termed in the contract documents as the "City" and \_\_\_\_\_., party of the second part, termed in the Contract Documents as "Contractor".

WITNESSETH: In consideration of the sum to be paid by the City to the Contractor at the time and manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish all labor, tools, equipment and materials and to pay for all such items, and to construct in every detail to-wit:

**Project Name**

at the prices bid on the Proposal, all to the satisfaction of the City Engineer and subject to the approval of the City.

AND FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT:

1. That construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal of this contract.
2. That said work and material for the project covered by the Contract Documents shall be completely installed and delivered to the owner, clear and free from any and all liens, claims and demands of any kind.
3. That the full compensation to be paid the Contractor by the City, pursuant to the terms of this contract shall be payable as provided in the Contract Documents.
4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Part 1. Notice to Contractors

Proposal – \$ \_\_\_\_\_  
Certificates of Insurance  
Performance Bond

Part 2. General Provisions, Construction Specifications  
and Special Provisions.

Part 3. Plans

IN WITNESS WHEREOF, contracting parties by our agents hereto affix our signatures and seals in triplicate the day and year first above written.

ATTEST:

City of Norfolk, Nebraska  
A Municipal Corporation

\_\_\_\_\_  
Brianna Duerst, City Clerk

By \_\_\_\_\_  
Josh Moenning, Mayor

(SEAL)



CORPORATE  
(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Danielle L. Myers-Noelle, City Attorney