

CONTRACT DOCUMENTS

For

2022 Storm Sewer Repair 16th & Crook Street

The City of Falls City, Nebraska

2307 Barada Street

Falls City, NE 68355

Phone: 402.245.2851

Fax: 402.245.2741

December 7, 2022



2022 Storm Sewer Repair – 16th & Crook Street

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Bidding and Contract
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The City of Falls City

NOTICE TO BIDDERS

Clearly labeled sealed bids will be received by the City of Falls City, Nebraska until: **11:00 am, Wednesday, December 28, 2022** and thereafter will be read aloud at:

The City of Falls City
2307 Barada Street
Falls City, NE 68355

For the following:

2022 Storm Sewer Repair – 16th & Crook Street

Plans and specifications may be obtained in the City of Falls City Office at the above address or downloaded from the <http://www.fallscitynebraska.org/news>.

Questions concerning this bid process may be directed in writing to Anthony Nussbaum, City Administrator at email: a.nussbaum@fallscityne.us

The Mayor and City Council, reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will, in their opinion serve the best interests of the City of Falls City, and also reserves the right to reject any and/or all bids.

INSTRUCTIONS TO BIDDERS

PROPOSALS

Proposals must be submitted on forms provided by the City of Falls City. Proposals may be emailed to a.nussbaum@fallscityne.us or mailed or hand delivered to 2307 Barada Street, Falls City, NE 68355.

No proposal may be withdrawn within 60 days of the opening of bids.

The proposal is requested on the basis of unit or lump sum price as indicated in the proposal. The successful bidder will not be allowed to subcontract or sublet more than 50% of the total contract amount bid.

BID SECURITY

Each proposal shall include a certified check or bid bond by a surety company registered to do business in the State of Nebraska in the amount of ten percent (10%) of the total bid price. The bid security shall be forfeited to the City of Falls City in the event the successful bidder, without fault to the City of Falls City, fails to provide adequate bonds, acceptable certificate of insurance, or execute the contract within ten (10) days of award by City of Falls City.

The bid security of the two lowest bidders will be held until the contract is executed or all bids rejected. Other unsuccessful bidders will have their bid security returned immediately following a bid audit and determination of the successful bidder.

OBLIGATION OF BIDDER

At the time of the opening of bids each bidder will be responsible for having inspected the site and determined to his own satisfaction the nature of existing conditions and to have read and become familiar with the plans, specifications and contract documents for this project. Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve such bidder from their obligation in respect to his bid.

INTERPRETATION OF DOCUMENTS

If any person in contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of these plans, specifications or contract documents, they may submit to the Engineer, in writing, a request for an interpretation thereof. Any interpretation of documents will be made by addendum duly issued and made available to each person receiving a set of documents. The City of Falls City will not be responsible for any other interpretation.

PERFORMANCE, PAYMENT MAINTENANCE BONDS

The successful bidder will be required to furnish a bond in the amount of one-hundred percent (100%) of the total contract price, said bond to be issued by a responsible surety approved by the City of Falls City, and shall guarantee the faithful performance of the contract and terms and conditions therein contained and maintenance of said improvements in good repair for not less than two (2) years from time of acceptance of the improvements by City of Falls City. Good repair shall be construed to mean free from any functional or structural deterioration, except that caused from ordinarily reasonable use and acts of God, or vandalism, which appreciably reduces the effectiveness of the improvement for the purpose intended or any serious departure from the standards of original construction.

If, in the opinion of City of Falls City, such deterioration takes place, they shall so notify the contractor by registered letter to the address given in the contractor's proposal and send a copy of such notice to the bonding company, which notice is mutually agreed to be sufficient and adequate. If the contractor shall not proceed to remedy such defects as are called to his attention in the notice within ten days, City of Falls City shall cause the repairs to be made as it deems best, and the entire cost thereof shall be paid by the contractor or his sureties.

INSURANCE

The successful bidder will be required to provide a certificate of insurance in an amount and form satisfactory to City of Falls City.

The minimum coverage limits are:

1. Workmen's Compensation and Employers' Liability
 - (a) Workers' Compensation Statutory minimum
 - (b) Employers' Liability \$100,000 per accident
2. Comprehensive General Liability
(including Premises-Operations, Independent Contractors' Protection, Products Liability and Completed Operations, Broad Form Property Damage, and Contractual Liability)
 - (a) Bodily Injury \$1,000,000 each occurrence
 \$2,000,000 aggregate
 - (b) Property Damage \$1,000,000 each occurrence
 \$2,000,000 aggregate
 - (c) Policy form for General Liability coverages shall be Comprehensive General Liability only.
 - (d) General Liability coverages shall be provided on an occurrence basis only.
 - (e) Products Liability and Completed Operations coverages shall be maintained for two (2) years after final payment.
 - (f) Broad Form Property Damage coverage shall include X, C and U coverage.
 - (g) Broad Form Property Damage coverage shall include Completed Operations coverage.
3. Contractual Liability
 - (a) Bodily Injury \$1,000,000 each occurrence
 \$2,000,000 aggregate
 - (b) Property Damage \$1,000,000 each occurrence
 \$2,000,000 aggregate
4. Personal Injury (Employment Exclusion deleted)
 \$2,000,000 aggregate
5. Business Auto Liability (including owned, non-owned and hired vehicles:
 - (a) Bodily Injury \$1,000,000 per person
 \$2,000,000 per accident
 - (b) Property Damage \$1,000,000 each occurrence
 \$2,000,000 aggregate
6. General Provisions:
 - (a) Limits may be covered with a combination of primary and excess policies.
 - (b) All Policies shall be endorsed to have any annual aggregate apply on a per-project basis, and to provide for 30-days written notice to the Owner prior to termination or change in the coverage provided.
 - (c) City of Falls City reserves the right to approve the Contractor's insurers.

City of Falls City
2307 Barada Street,
Falls City, NE 68355

PRE-BID INSPECTION

An on-site pre-bid inspection meeting is not scheduled. Prospective bidders shall contact Anthony Nussbaum, City Administrator, at 402-245-2851 and arrange a time to review the project if desired.

TIME OF COMPLETION

If awarded a contract for the work designated as 2022 Storm Sewer Repair – 16th & Crook, the Contractor agrees to begin the work within 14 days of written Notice to Proceed by the Owner. The contractor shall complete all work within **90** Calendar days as stipulated in Subsection 3.l.23 of the General Conditions.

TENTATIVE START DATE

The Contractor shall start the work no later than March 1, 2023

UNIT PRICE EXTENSIONS

The total sum of the unit price multiplied by the bid item quantity governs in any discrepancy between the Total Contract Price and the total sum of the correct extensions.

IRREGULAR PROPOSALS

The Owner reserves the right to reject proposals containing qualifying statements, conditional bids, incomplete bids, alternate bids or other irregularities. The Owner reserves the right to waive any and all irregularities and award a contract if it is in the best interest of the Owner.

BID FORM

City of Falls City

Firm _____

By _____

Title _____

Project: 2022 Storm Sewer Repair
 16th & Crook Street

The undersigned have carefully examined the plans, specifications and contract documents prepared for the City of Falls City;

And hereby declares that this proposal is made in good faith without fraud or collusion with any other person(s) bidding on this contract; and hereby agrees to enter into a contract within fifteen (15) days of award by the City of Falls City;

And hereby agrees the enclosed bid security will be forfeited to the City of Falls City as liquidated damages for failure to enter a contract as specified;

And hereby proposes to furnish all labor, materials, and equipment required to perform the work according to the following:

Bidder must complete all entries provided or the bid will be considered incomplete and void.

Firm _____

By _____

Title _____

BID FORM

1.1 TO: City of Falls City

1.2 FOR: 2022 Storm Sewer Repair – 16th & Crook Street

1.3 OFFER

- A. The undersigned, being familiar with the local conditions affecting the cost of the Work, Notice to Bidders, Instructions to Bidders, Bid Form, Agreement, Bond Requirements, General Conditions, Technical Specifications, Special Provisions, Drawings, and Addenda which govern the purchase of material and labor and the awarding of Contracts, hereby proposes to furnish all labor, materials, equipment and services required for the Construction of the proposed project and to perform such work in accordance with the Contract Documents for the following sums:

- B. In submitting this bid agree:
 - To hold my bid open for Sixty (60) days after the receipt of bids, and
 - To perform all work required by the Contract Documents

- C. In submitting this bid, it is understood that the right is reserved by the City of Falls City to accept any proposal which, in its judgment, is the lowest and best proposal, and to waive any irregularities or informalities in any proposal.

- D. Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

<u>No.</u>	<u>Description</u>	<u>Estimated Quantity</u>		<u>Firm Unit Price</u>	<u>Total Price</u>
1.	Remove existing 42" CMP & Curb Inlet	1.00	EA	\$ _____	\$ _____
2.	Install 48" RCP & RC Concrete Collar per Section 720 NDOT Standard Specs	73.00	LF	\$ _____	\$ _____
3.	Install Curb Inlet per Section 916 NDOT Standard Specs	1.00	EA	\$ _____	\$ _____

- City crews will remove and replace driveway pavement.

- The NDOT spec sections have related sections for backfill, material requirements, etc. All relevant NDOT specs shall be followed.

TOTAL BID – 2022 Storm Sewer Repair – 16th & Crook Street

\$ _____

Firm _____

By _____

Title _____

TOTAL PLAN BID: Provide all work as required as indicated in the Contract Documents for the sum of:

_____dollars

(\$_____), in lawful money of the United States of America

1.5 CONTRACT TIME:

- A. The undersigned Bidder hereby declares that he has visited the site of work and has carefully examined the Contract Documents pertaining to the work covered by the above bid.
- B. The Contractor shall complete all work within **90 calendar days**.
- C. The Contractor will start work on or around _____.

1.6 ATTACHMENTS:

The following attachments are submitted with the Bid:

- Bid Security
- Security Company Certificate that it will provide required bonds.
- Any Additions, variations, alternates, or exceptions to the Bid Documents

Submitted by:

Signature

Date

Title

For:

Company

Address

City, State, Zip

Telephone

AGREEMENT

City of Falls City, Nebraska ("the Owner")
2307 Barada Street
Falls City, NE 68355
Phone: 402-245-2851

Contractor Information:

Name: _____ ("Contractor")
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____

Work to be performed by the Owner ("the Work") _____

Contractor agrees to undertake the work as an independent contractor without creation of an employee-employer relationship between Contractor and the Owner. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Owner, its directors, officers, employees, from and against all claims and demands of all persons arising out of the performance of the Work including but not limited to claims by the Contractor or Contractor's employees for damages to persons or property, except as may be caused by the sole negligence or willful misconduct of the Owner or of its directors, officers, or employees.

Contractor agrees to maintain the following types and minimum limits of insurance during the term of this contract, at the commencement of the Work, and at other times as reasonably requested by the Owner, to furnish Certificates of Insurance to the Owner evidencing the same:

- A. Commercial General Liability - \$1,000,000 - naming the Owner as an additional insured
- B. Workers Compensation - Statutory Limits
- C. Commercial Auto Liability - \$1,000,000

Contractor agrees to perform the Work skillfully, carefully, diligently, and in a good and workmanlike manner, and guarantees the Work against all defects in materials or workmanship for two years after the completion of the Work.

Contractor agrees to comply with all Federal, State, and local laws, codes and regulations and agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old age retirement funds, due as a result or incident of the Work.

Accepted and agreed to:

City of Falls City

Contractor: _____
(Business Name)

By: _____
(Signature/date)

By: _____
(Signature/date)

This AGREEMENT is made and entered this ___ day of _____, 20___, by and between the City of Falls City, Nebraska, hereinafter called the Owner, and _____, hereinafter called the Contractor, with said Agreement to be effective when approved and executed by the Owner.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the Parties hereto that the Contractor does agree to undertake said work in accordance with the terms and provisions hereof and subject to the quantity provisions in the accepted Proposal of Contractor for the sum of

_____ Dollars
(\$_____)

under penalty of Performance and Payment Bond.

Whereas the Contractor on the __ day of _____, 20___, did submit a proposal to the Owner on certain Plans and Specifications entitled _____ a copy of which Proposal is hereto attached and made a part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with other as follows:

- 1.1 The Contract Documents include the Notice to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Bonds, Standard Details, Construction Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
- 1.2 The Contractor agrees to furnish all labor, mechanics for labor, tools, materials, and equipment to complete the construction under this Contract in a good and workmanlike manner in accordance with the Plans and Specifications.
- 1.3 The Owner agrees to pay the Contractor in accordance with the provisions of said plans and specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
- 1.4 The Contractor shall complete the work under this Contract within the time allotted by the Instructions to Bidders or by an approved extension thereof. If the Contractor shall fail to do so, then the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of **\$500** for each and every day that the Contractor is in default of substantial completion of the work under this contract for _____

IN WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____, 20_____, at

_____.

Executed for Contractor:

By: _____

(Title)

ATTEST: (Witness):

Executed for Owner:

By: _____

Mayor, City of Falls City

ATTEST: (Witness)

Bonds and Insurance Approved:

By: _____

Mayor, City of Falls City

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS; that _____
as Principal, hereinafter called Contractor, and, _____
a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are
held and firmly bound unto the City of Falls City, as Obligee, hereinafter called Owner, in the amount of:
_____dollars
(\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the
Owner for:

in accordance with Plans and Specifications prepared by City of Falls City which contract is by reference made a part
thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever
Contractor shall be, and declared by Owner to be default under the Contract, the Owner having performed Owner's
obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination
by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety
jointly of the lowest responsible bidder, arrange for the Contract between such bidder and Owner, and make
available as work progresses (even though there should be a default or a succession of defaults under the Contract
or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the
balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be
liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as
used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any
amendments thereto, less the amount properly paid by Owner to Contractor.

Said Contractor is obligated and bound by this Contract to keep and maintain said improvement in good repair for a period of two (2) years after acceptance of the same by the City of Falls City and this bond shall be security therefore.

Any suit under this bond must be instituted before the expiration of two (2) years from the date of which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this _____ day of _____ 20 _____.

Principal Seal

Witness

Title

Surety Seal

Witness

Title

Countersigned:

By:

() Resident Agent

Attorney-in-fact

Filed in my office this _____ day of _____ 20 _____.

Anthony Nussbaum, City Administrator of Falls City

LABOR AND MATERIAL PAYMENT BOND

This bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract. KNOW ALL MEN BY THESE PRESENTS: that _____, _____ as Principal hereinafter called Principal, and, _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound into the City of Falls City, as Obligee, hereinafter called, Owner, for the use and benefit of claimants as herein below defined, in the amount of: _____ Dollars (\$ _____) for the payment whereof Principal and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

Principal has by written agreement dated _____, 20____ entered into a contract with Owner for _____ in accordance with Plans and Specifications prepared by: City of Falls City, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant has herein defined, who has not been paid in full before the expiration of a period of (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereof the Owner shall not be liable for the payment of any costs or expenses of any such suite.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After the expiration of two (2) years following the date of which principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the District in which the project, or any part thereof, is situated, and not elsewhere.

- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and Sealed this _____ day of _____ 20 _____.

Principal Seal

Witness

Title

Surety

Witness

Title

Filed in my office this _____ day of _____ 20 _____.

Anthony Nussbaum, City Administrator of Falls City

