

Agenda Item # 26d

Date 5/6/20



**COPY**

**DODGE COUNTY HIGHWAY DEPARTMENT**

**CONTRACT AND SPECIFICATIONS**

**FOR**

**2020 – 2021 ROAD GRAVEL**

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SECTION 1A

PUBLIC NOTICE

The Dodge County Board of Supervisors will accept sealed bids for Road Gravel for Fiscal year 2020 – 2021. Sealed Bids will be opened May 27, 2020 at 11:15 A.M. in the office of the Dodge County Highway Department at 435 N Park, Rm. 204, Fremont, NE.

CONTRACT AND SPECIFICATIONS are available at the Highway Department, Courthouse, Fremont, NE.

ATTEST:

\_\_\_\_\_  
Dodge County Clerk

\_\_\_\_\_  
Chairman, Dodge County  
Board of Supervisors

May 6, 2020  
Date

Legal Section: Fremont Tribune, Please publish: May 9, and May 16, 2020

## SECTION 2B

### INSTRUCTION TO BIDDERS

Sealed Bids will be received by the Road and Bridge Committee of Dodge County, hereafter called the Owner, in the office of the Dodge County Highway Department, Rm. 204, 2<sup>nd</sup> Floor of the Courthouse, Fremont, NE at 11:15 A.M. Local Time on the 27th day of May, 2020 and then at said office publicly opened and read aloud.

Each Bid shall be submitted in a sealed envelope addressed to the Dodge Highway Dept, 435 N. Park, Fremont, NE 68025. Each sealed envelope containing a bid must be plainly marked on the outside as bid for **DODGE COUNTY ROAD GRAVEL**, and the envelope shall bear on the outside the name of the Bidder and their address. Each bid shall be time stamped on the outside of the envelope at the Dodge County Highway Dept. Office prior to opening time.

All bids shall be submitted on the Contract and Specifications form supplied by the Dodge County Highway Department. All blank spaces to be bid shall be filled in with ink or typewritten and the bid form shall be fully completed and signed prior to opening time. Any bid received after opening time shall not be considered.

Each Bidder is responsible for reading and being thoroughly familiar with the Contract and Specifications. The failure or omission of any bidder to do any stipulations in the Contract and Specifications shall in no way relieve the bidder from any obligation in respect to his bid. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the requirements of the Contract and Specifications.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work specified, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work specified.

The Bidder shall acknowledge any Addendum and designate the Addendum number in the blank provided on page 6 of this Contract and Specifications if such Addendum is required.

The road gravel to be bid is for mail route roads in Dodge County. Any road gravel to be delivered to townships shall be independent of this Contract. The Bidder acknowledges that the Dodge County Board of Supervisors reserves the right to reject any, all or this bid. In awarding the Contract, the Dodge County Board of Supervisors shall be guided by the County Purchasing Act, Chapter 23, Article 31.

SECTION 3C

BIDDERS PROPOSAL

\_\_\_\_\_  
Name of the Bidder

\_\_\_\_\_  
Date

Fred Mytty  
Dodge County Clerk  
Fremont, NE 68025

I, the undersigned, having carefully examined and having familiarized myself with the Contract and Specifications as prepared by the Dodge County Highway Department hereby proposes and agrees to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment, stakes and all services necessary to supply the work and materials required for the Dodge County Fiscal 2020 – 2021 Road Gravel Quote.

The Bids will be an aggregate bid on all work and materials to be supplied broken down in such a manner as will accurately reflect the township prices as set out herein. The undersigned hereby proposes and agrees to perform the foregoing for the township prices shown for each item on the following schedule.

In submitting this Proposal, it is understood and agreed by I, (the Bidder), that the Dodge County Board of Supervisors reserve the right to reject any, all or this bid. In awarding the Contract, the Dodge County Board of Supervisors shall be guided by the County Purchasing Act, Chapter 23, Article 31.

BID SCHEDULE  
FOR  
DODGE COUNTY FISCAL 2020-2021 ROAD GRAVEL  
CONTRACT AND SPECIFICATIONS  
**Bids should be by Ton**

WEBSTER	\$ _____	PEBBLE	\$ _____
CUMING	\$ _____	LOGAN	\$ _____
PL.VALLEY	\$ _____	RIDGELEY	\$ _____
EVERETT	\$ _____	HOOPER	\$ _____
UNION	\$ _____	COTTERELL	\$ _____
MAPLE	\$ _____	NICKERSON	\$ _____
PLATTE	\$ _____	ELKHORN	\$ _____

SECTION 3C

BIDDERS PROPOSAL (Continued)

ROAD GRAVEL – loaded at the plant site into Dodge County trucks:

\$\_\_\_\_\_ Per Cubic Yard \$\_\_\_\_\_ per Ton

FILL SAND – loaded at the plant site into Dodge County trucks:

\$\_\_\_\_\_ per Cubic Yard \$\_\_\_\_\_ per Ton

CONCRETE SAND – loaded at the plant site into Dodge County trucks:

\$\_\_\_\_\_ per Cubic Yard \$\_\_\_\_\_ per Ton

FILL DIRT – loaded at the plant site into Dodge County trucks:

\$\_\_\_\_\_ per Cubic Yard \$\_\_\_\_\_ per Ton

The undersigned has received, acknowledged and submitted Addendum Number \_\_\_\_\_ as part of the Bid Price.

The undersigned has carefully checked the above bid price against the Contract and Specifications before preparing the Proposal.

DATE: \_\_\_\_\_

FIRM NAME \_\_\_\_\_

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECTION 4D

CONTRACT AGREEMENT

This Contract Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Dodge County hereinafter called the Owner and \_\_\_\_\_ doing business as an individual, or partnership or corporation hereinafter called the Bidder.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The Bidder shall supply Road Gravel for the following townships:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

- 2. The Bidder shall furnish all of the materials, tools, supplies, stakes, equipment, labor and other services necessary for the furnishing and delivering the road gravel for the townships specified. The Bidder shall furnish and conform to all requirements of these Contract and Specifications and certifies that he or she is the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against Dodge County or any person interested in the proposed contract, and that all statements in said Proposal or Bid are true.

- 3. The Bidder agrees that the terms Contract and Specifications means and includes the following:

- SECTION A - Public Notice
SECTION B - Instruction to Bidders
SECTION C - Bidders Proposal
SECTION D - Contract Agreement
SECTION E - Specifications
SECTION F - Addendum(s)

4. The Owner will pay to the Bidder in the manner set out in the Specifications.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS THEREOF, the parties have executed or caused to be executed by their duly authorized officials this Contract and Specifications.

OWNER

ATTEST:

\_\_\_\_\_  
Dodge County Clerk

\_\_\_\_\_  
Chairman, Dodge County  
Board of Supervisors

BIDDER

Company Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_



## SECTION 5E

### SPECIFICATIONS

The Bidder agrees that the **price per ton per township** shall include the following requirements:

- #1. All labor, fuel, equipment, material, supplies, tools and staking of the various mail route roads.
- #2. Delivered and spread evenly to the various townships according to the stakes.
- #3. Conform to the State of Nebraska Specifications of "Graveling for Surfacing". See Exhibit A.
- #4. **Tonnage weights** are to be actual weights over State of Nebraska Inspected Scales. Scale Tickets for each load shall be included with the invoice or statement. Bottom dump type trailers shall be in-cab air open and air closed.
- #5. A conversion factor of 1.40 shall be used to compute the tons to cubic yards and cubic yards to tons.
- #6. A minimum of 150 tons per working day delivered and spread in each township staked. Failure to deliver the 150 tons per working day per township shall give the County the option of purchasing gravel through other contracts. Working days shall be construed to mean each day except Sundays and Holidays that the weather or road conditions are such that the contractor can work.
- #7. Furnishing the Owner with evidence that the road gravel specifications are being met upon request of the Owner.
- #8. The Contract and Specifications shall be in effect from July 1, 2020 to June 30, 2021.
- #9. The estimated quantity of this Contract is 2,500 more or less tons per township and the Bidder agrees to deliver same be it more or less.
- #10. Payment to the Bidder from the Owner shall be monthly on forms approved by the Owner prior to payment.
- #11. The Bidders shall be required prior to be Awarding of Township Gravel Contracts an Insurance Certificate. Certificate holder shall be: The Dodge County Highway Department certifying the following minimum insurance coverages.

GENERAL LIABILITY

Commercial General Liability – Occurrence

Limits of Liability:

General Aggregates:	\$1,000,000.00
Personal Injury:	\$500,000.00
Product & Completed Operations Aggregate:	\$1,000,000.00
Medical Expense (Any one person)	\$5,000.00
Each Occurrence:	\$500,000.00

AUTOMOBILE LIABILITY

Vehicles Covered: All vehicles used in the daily operation of gravel delivery and spreading of gravel.

Limits of Liability:

Bodily Injury & Property Damage Combined - \$500,000.00 Each Accident

UMBRELLA LIABILITY

Bodily Injury & Property Damage Combined - \$1,000,000.00 Each Occurrence

\$1,000,000.00 – Aggregate

WORKERS COMPENSATION

Statutory Limits of Nebraska

In lieu of the Umbrella Liability Coverage, it will be acceptable to submit double the coverage of the General Liability and Automobile Liability as stated above.