

Appendix Item # 27e  
Date 11-23-16



**COPY**

**DODGE COUNTY HIGHWAY DEPARTMENT**

**CONTRACT AND SPECIFICATIONS**

**FOR**

**CALENDAR YEAR 2017 CULVERT QUOTATIONS**

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SECTION 1A

**PUBLIC NOTICE**

The Dodge County Board of Supervisors will accept sealed bids for 2017 Calendar Year Quotation of Culvert Pipe. Sealed Bids will be opened at 11:15 A.M. on the 19 day of December, 2016 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

November 23, 2016  
Date

Legal Section: Fremont Tribune, Please publish: November 26<sup>th</sup> & December 3, 2016

## 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 19th day of **December 2016** and then at said office publicly opened and read aloud.

Each Bid shall be submitted in a sealed envelope addressed to the Dodge County Clerk, 435 N. Park, Fremont, NE 68025. Each sealed envelope containing a bid must be plainly marked on the outside as bid for **DODGE COUNTY CALENDAR YEAR 2017 CULVERT QUOTATIONS**, 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 County Clerk's Office prior to opening time.

Each Bid shall be accompanied with a Certified Check in the amount of \$1,000.00 made payable to the Dodge County Highway Department. Failure to submit the \$1,000.00 Certified Check shall render this Contract null and void. The Certified Check shall become the property of Dodge County if any part of this Contract and Specifications is violated or omitted. The Check shall be returned to the Bidder when all items of this Contract and Specifications are complete.

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 Bidder shall acknowledge any Addendum and designate the Addendum number in the blank provided on page 7 of this Contract and Specifications if such Addendum is required.

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. The Dodge County Board of Supervisors reserves the right to award by the per item basis as to the benefit of Dodge County.

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 in these Contract and Specifications.

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  
CALENDAR YEAR 2017 CULVERT QUOTATIONS**

**ROUND DIAMETER PIPE**

ITEM 1 – 12" Dia. 16 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 2 – 18" Dia. 16 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 3 – 24" Dia. 16 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 4 – 30" Dia. 14 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 5 – 36" Dia. 14 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 6 – 42" Dia. 12 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 7 – 48" Dia. 12 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 8 – 54" Dia. 12 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 9 – 60" Dia. 10 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 10 – 66" Dia. 10 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 11 – 72" Dia. 10 Gauge \$ \_\_\_\_\_ per Lin. Ft.

ITEM 12 – 84" Dia. 8 Gauge \$ \_\_\_\_\_ per Lin. Ft.

**ROUND EQUIVALENT (ARCH) PIPE**

- ITEM 13 – 18” Round Equiv. 16 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 14 – 24” Round Equiv. 16 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 15 – 30” Round Equiv. 14 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 16 – 36” Round Equiv. 14 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 17 – 42” Round Equiv. 12 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 18 – 48” Round Equiv. 12 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 19 – 54” Round Equiv. 12 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 20 – 60” Round Equiv. 10 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 21 – 66” Round Equiv. 10 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 22 – 72” Round Equiv. 10 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 23 – 84” Round Equiv. 8 Gauge \$ \_\_\_\_\_ per Lin. Ft.
- ITEM 24 – 8” Culvert Bolts @ \$ \_\_\_\_\_ each.

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

I, the undersigned, have carefully checked the above Bid Price against the Contract and Specifications before preparing the Proposal.

**INDEMNIFICATION-HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless, protect and defend Dodge County and its elected and appointed officials, employees, agents and representatives against any and all claims, demands, suits, actions, payments and judgements including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed or recovered against or from Dodge County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the services provided under this agreement unless such damages are the direct and sole result of Dodge County’s negligence.

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

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

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

TITLE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECTION 4D

**CONTRACT AGREEMENT**

This Contract Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 the Dodge County Highway Department with Culverts and Bands as quoted in Section C.
  
2. 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.

The Total Dollar Amount of this Contract shall be for the following items:

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**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 quoted in Section C shall include the following requirements:

- #1. Payment will be made to the Bidder on forms prepared by the Dodge County Highway Department when material ordered is delivered as specified.
- #2. The price quoted in Section C shall be binding from January 1, 2017 through December 31, 2017.
- #3. The Culverts and Bands shall be the diameter, length and gauge as ordered.
- #4. The Culverts and Bands shall be delivered anywhere in Dodge County as directed by the Dodge County Highway Department.
- #5. The Culverts and Bands shall not be bent or crimped.
- #6. The Culverts and Bands shall be delivered within 15 days after the Culvert Order is made.
- #7. The Round Culverts and the Round Bands shall be 1/2" x 2 2/3" full width corrugations, riveted, galvanized copper steel and meet all State of Nebraska Specifications.
- #8. The Round Culvert Bands shall be 12" in width with welded flanges.
- #9. The Round Equivalent Corrugated Bands shall be 24" in width.
- #10. The Round Culvert Band price shall be 1.5 times the bid foot price of the corresponding diameter culvert pipe.
- #11. The Round Equivalent Corrugated Steel Culvert shall be galvanized copper steel and meet all State of Nebraska Specifications.
- #12. The Round Equivalent Bands shall be 2.0 times the bid foot price of the corresponding diameter culvert pipe 24" in width with welded flanges.