



December 11, 2018

The Gage County Board of Supervisors will be receiving sealed bids for the project enclosed. Please contact Mainelli Wagner & Associates, Inc. for copies of the Specifications. The Bids are due by 9:15 a.m. on January 16, 2019. The Bids will be opened on January 16, 2019 at 9:15 a.m.

If you have any questions in regard to this project or the enclosed information, please contact Mainelli Wagner & Associates prior to the Bid Letting.

Josh Keithley
Mainelli Wagner & Associates, Inc.
6920 Van Dorn, Suite "A"
Lincoln, NE 68506
Phone: 402-421-1717

MAINELLI WAGNER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Josh Keithley', with a long horizontal flourish extending to the right.

Josh Keithley, P.E.



BID DOCUMENTS AND SPECIFICATIONS

2019 Gage County Armor Coat
C-34 (1146), (1147), (1148) and (1149)
Gage County, Nebraska

NOTICE TO BIDDERS

Sealed bids will be received at the office of the Gage County Clerk until January 16, 2019 at 9:15 a.m., for the construction of four armor coat projects. The projects are referred to as "2019 Gage County Armor Coat, C-34(1146), (1147), (1148), and (1149)" and include approximately 438,800 square yards of armor coating on approximately 34.00 miles of Gage County Roads throughout the county.

This project shall include all labor, materials, transportation and equipment required for the construction of the armor coating and related incidental work.

Copies of the Bid Documents and Specifications are open to public inspection at the office of the Gage County Highway Superintendent, 823 S. 8th Street, Beatrice, Nebraska and at the Office of the County Clerk at the Courthouse in Beatrice, Nebraska. A set of documents may be obtained from Mainelli Wagner & Associates, Inc. 6920 Van Dorn Street, Suite "A", Lincoln, Nebraska 68506 (Phone:402-421-1717) for a non-refundable fee of \$10.00. All Bid Proposals must be submitted on the forms furnished with the Bid Documents.

The sealed bids may be mailed or delivered to the Gage County Clerk, 612 Grant St., P.O. Box 429, Beatrice, Nebraska 68310, and should be plainly marked as, "Construction Bid Proposal; 2019 Gage County Armor Coat, C-34(1146), (1147), (1148), and (1149)". The Bids will be opened at 9:15 a.m., on January 16, 2019.

Along with its Bid Proposal, each bidder shall submit an unconditional Bid Bond or Certified Check payable to the County Treasurer of Gage County, Nebraska, in an amount equal to five (5) percent of the Bid Proposal. Also, each bidder is to include an estimated time of beginning and completion for the project with its Bid Proposal. The required completion date is June 3, 2019. The successful bidder (i.e. Contractor) will be allowed thirty (30) calendar days for completion of the project after beginning work.

Within ten (10) days following the award of the Contract, the successful bidder shall furnish a surety bond or bonds in an amount equal to or greater than the full amount of the contract. The surety and form of the bonds are subject to acceptance by the Gage County Board of Supervisors.

Gage County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Dept. of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Dept. of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for award.

The Gage County Board of Supervisors reserves the right to reject any and all bids or to waive any irregularities in bids received. Award of the Contract will be in accordance with the County Purchasing Act's competitive bidding considerations as set forth in Neb.Rev.Stat. §§ 23-3110 to 23-3114, and the Gage County Board of Supervisors will, at its discretion, award the contract on the basis of the lowest responsible bid received. Gage County is an Equal Opportunity Employer.

Dawn Hill
Gage County Clerk

Publish: Beatrice Sun – December 26, 2018 & January 2, 2019
Wymore Arbor State – December 27, 2018 & January 3, 2019
Voice News – December 27, 2018 & January 3, 2019

INFORMATION TO BIDDERS

1. FILING OF PROPOSAL

All bids shall be accompanied by a bid bond in the amount of FIVE PERCENT (5%) of the total amount bid for all projects, made payable to the County Treasurer of Gage County, Nebraska as evidence of good faith that the bidder will enter into a contract with Gage County to perform the work specified, if so awarded, and will furnish bond as hereinafter provided. All bids shall be enclosed in a sealed envelope clearly marked “**Construction Bid Proposal; 2019 Gage County Armor Coat, C-34(1146), (1147), (1148), and (1149)**” on the front of the envelope. Sealed bids will be received by the Gage County Clerk’s office until January 16, 2019 at 9:15 a.m. No bid will be considered which has not been filed before that time. Proposals will be opened at 9:15 a.m., January 16, 2019 and presented to the County Board of Supervisors for consideration. Proposals may be withdrawn at any time prior to the scheduled closing time for receiving bids. Bids not withdrawn prior to the scheduled closing time for receiving bids may not be withdrawn for a period of THIRTY (30) days thereafter.

2. SIGNATURE OF BIDDERS

Each proposal must be signed in ink with the full name of the person making the proposal, if an individual, or by the duly authorized officer of the company, if a corporation together with their business address or place of residence.

Bids, which are signed by a partnership, will be signed in the firm name by a least one of the partners or in the firm name by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid, a power-of-attorney, evidencing authority to sign the bid, which power-of-attorney shall be executed by the partners.

3. QUALIFICATION OF BIDDERS

Gage County will not award the contract to any bidder who does not furnish, on request, satisfactory evidence that he has the necessary ability and experience in work of this character and the necessary financial resources, facilities and plant to enable him to prosecute the work successfully and promptly, and complete it within the time specified in the Proposal.

4. NEBRASKA SALES TAX

The successful bidder will be appointed Purchasing Agent for materials incorporated into the project in order to make such materials exempt from Nebraska Sales Tax. Such exemption shall be only for materials actually incorporated into the construction of the project.

5. AWARD OF CONTRACT

The Owner reserves the right to reject any and all bids or to waive any irregularities in bids.

The Owner reserves the right to give consideration to the proposed project site beginning and completion date submitted by the Bidder in awarding the contract. Proposals will be valid for 30 days from the bid opening. After the bid is awarded, all unsuccessful contractors’ bid bonds or certified checks will be returned.

I. GENERAL CONDITIONS

A. DEFINITIONS

- (1) “Contract Documents” – Include: (1) drawings for the project; (2) specifications for the project; (3) “Standard Specifications for Highway Construction, Nebraska Department of Transportation, 2017 Edition,” and all subsequent amendments (hereinafter “Standard Specifications”); and (4) any addendums to the drawings or specifications.
- (2) “Owner” – Gage County, Nebraska.
- (3) “Contractor” – the successful bidder that is chosen to complete the Work.
- (4) “Engineer” – Mainelli Wagner & Associates, Inc.
- (5) “Work” – the construction and services required by the Contract Documents, which includes all labor, equipment, tools, transportation, services, etc. provided by the Contractor to fulfill the Contractor’s obligations.
- (6) In Section 107.05 of the Standard Specifications, all references to the State of Nebraska, Department of Transportation shall be taken as the Owner and Mainelli Wagner & Associates, Inc.

B. CONTRACT DOCUMENTS, STANDARD SPECIFICATIONS, AND STANDARD PLANS.

All work will be according to the Contract Documents, including the Standard Specifications and any Standard Plans. The Contractor is required to obtain the Standard Specifications and any Standard Plans on its own. Such can be obtained from the Nebraska Department of Transportation.

C. HIERARCHY AND INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is indicated in any one document, shall be treated as if it is called for in all. The hierarchy of documents shall be as set forth in the Standard Specifications. Terms used in the Contract Documents shall be given their established technical or trade meanings, unless otherwise stated.

D. CHANGES IN WORK

Unless a change is required for the protection of life or property, all changes must be pursuant to a written order from the Owner, signed by both the Owner and the Engineer.

Due to budgetary constraints the Owner reserves the right to eliminate or add armor coat miles at no penalty to the Owner.

E. PAYMENT APPLICATIONS AND FINAL PAYMENT

The Contractor shall submit applications for payment to the Engineer for all work complete and in-place at the time of application. Payment applications are to be submitted on the American Institute of Architect’s Document G702 (AIA G702) or other prior approved form as agreed to in advance.

A 10% retainer will be withheld from all payments until work on the project is 50% complete and has been accepted by the Owner. A retainer of 5% will be withheld from all subsequent payments until the project is complete and accepted by the Owner. Final payment will be made after the Owner accepts the site, and the Contractor certifies that all payments for labor and materials have been made. The Contractor will be responsible to correct any deficiencies that arise within 12 months of the acceptance of the project.

F. ENGINEER

The Engineer shall have general supervision and direction of the Work and will decide any questions that arise with reference to the intent of the Contract Documents and compliance therewith. The Engineer is the agent of the Owner only to the extent provided in the Contract Documents or when specifically authorized to act on the Owner's behalf. When so authorized by the Owner to act on its behalf, the Engineer shall provide written proof of such authority at the Contractor's request.

The presence of the Engineer, his employees, or sub-consultants at the construction site will not relieve the Contractor or any of its sub-contractors, from any of its obligations, duties, or responsibilities, including, but not limited to: construction means or methods to successfully perform the Work; supervision or coordination of the Work in accordance with the Contract Documents; or any health or safety precautions required by any regulatory agency, industry standards, or common sense. The Engineer or its agents have no authority to exercise any control over the Contractor, its agents, or subcontractors with regards to any health or safety precautions. The Contractor is responsible for all job site safety.

The Contract Documents indicate the location of project centerline, established project stationing, and elevation benchmarks for proper accomplishment of the Work. The Engineer will establish with stakes; Right-Of-Way stakes, slope stakes, blue tops, paving hubs and centerline of roadway with stakes. Any additional staking or re-staking will be done at the Contractor's expense.

The Contractor shall provide timely notice (minimum of 48 hours) of any anticipated work on the following items of work:

- A. Initial Mobilization to the Site
- B. Gravel Stock Piling
- C. All Armor Coating Operations
- D. Site Cleanup

No work shall be done on any of the above items without giving the requisite notice, and without the Engineer's approval of such work.

G. CONTRACTOR OR CONTRACTOR'S SITE REPRESENTATIVE

The Contractor shall at all times have a competent superintendent, capable of reading and understanding the plans and specifications, experienced in the type of work being performed, and having the authority to take such actions as necessary to complete the work in accordance with the Contract Documents and industry standards.

H. USE OF PREMISES

The Contractor shall confine his equipment, materials and operations to the limits set forth by: the right-of-way; any laws, ordinances, permits; or the direction of the Engineer. Furthermore, the Contractor shall

maintain the premises in a reasonably clean and safe condition. The Contractor may, at its expense, make any private arrangements for additional space with adjoining landowners.

The Contractor will be liable for any damage to temporary construction easements or permanent access easements.

I. UTILITIES

Utilities shown in the Contract Documents are for information purposes only and may not be accurate or complete. Prior to any excavation at the site and pursuant to state law, the Contractor shall have all utilities located at the project site. Any utilities damaged by the Contractor shall be repaired at the Contractor's expense. Utility relocation, if required, may be concurrent with construction.

Arrangements for movement and replacement of any utilities, if required, will be the responsibility of the Owner. The Owner will contact the relevant utility companies sufficiently in advance of the Contractor's commencement of working operations at the site, to permit relocation, if required. Unforeseen conflicts will be relocated concurrent with construction.

J. ENVIRONMENTAL PROTECTION MEASURES

Any discharge of dredged or fill material must be free from unsafe amounts of toxic pollutants, and must not contain unsuitable material such as trash, debris, or boulders. The Contractor must make accommodations to prevent petroleum products, chemicals, harmful materials, construction debris, and excessive suspended solids from entering waterways. Should discharges create impoundments (i.e. pools) of water, the adverse effects of such impoundments shall be minimized to the maximum extent practicable.

The Contractor must make all reasonable efforts to not restrict or impede the passage of anticipated stream flows, and to avoid or minimize the diversion of water from its natural course. Any temporary fills must be completely removed as soon as practical and any such areas shall be returned to its original elevation and condition.

The Contractor must employ appropriate temporary erosion and siltation control measures.

K. LIABILITY INSURANCE

General reference to "The State of Nebraska, Department of Transportation" in subsection 107.15 will be taken as the owner(s) and/or their representative.

Section 107.15, Par. 1d. of the Standard Specifications is amended to include the following:

- (3) The Owner(s) and Mainelli Wagner & Associates, Inc. shall be named as "Additional Insured".
- (4) Contractor agrees to waive the rights of recovery against the Owner(s) and Mainelli Wagner & Associates, Inc. Waiver of subrogation in favor of the Owner(s) and Mainelli Wagner and Associates, Inc. shall be provided.

II. SPECIAL PROVISIONS

GENERAL REFERENCE TO “NDOT” OR “NDOT” STAFF WILL BE TAKEN AS THE OWNER OR THEIR REPRESENTATIVE

REFER TO THE LOCATION MAP ATTACHED TO THESE SPECIFICATIONS

A. ARMOR COAT

Section 515-Armor Coat in the “Standard Specifications for Highway Construction, Nebraska Department of Transportation, 2017 Edition” is amended to include the following:

Aggregate lot payment amounts shall be paid for at the contract unit price per cubic yard for the item, "Armor Coat Aggregate", less any sum deducted when materials average more than 5 percentage points above the target value on the No. 10 sieve. The target values are shown in Section 515, Table 515.01. Deductions will be made in accordance with Table 515.01A.

**Table
515.01A**

Armor Coat Aggregate Deductions	
Total Average Percent Passing the No. 10 Sieve	Percent Deduction
35.0 or Less	0
More than 35.0 to 38.0	10
More than 38.0 to 41.0	25
More than 41.0 to 44.0	50
More than 44.0 to 100	Reject

Aggregate payment deductions are based on the average percent passing the No. 10 sieve as shown in Table 515.01A. The average shall be computed by adding the percent passing on the No. 10 sieve of each of the individual 4 samples representing the "Lot" (400 cubic yards) in Table 515.01A and dividing this sum by 4. The computations for deduction shall be applied separately for each "Lot" (400 cubic yards). If the final lot or the total quantity for each project is less than 400 cubic yards, a minimum of 2 samples, or 1 sample for each 100 cubic yards, shall be tested. The average of the test results shall be used to compute the deduction.

Target gravel “Armor Coat Aggregate” rates will be 21 +/- 2 lbs/sq. yd. (Estimated quantities based on 21 lbs/sq. yd.)

Gravel for “Armor Coat Aggregate” will be measured by dividing the scale ticket by 1.35 tons/ cu. yd. unless the aggregate moisture is considered too high (by the owner). If this occurs the trucks will be struck off and measured to establish a new rate (tons/cu. yd.) for the delivered material.

Target CRS-2 “Armor Coat Emulsified Asphalt” rates will be 0.26 +/- 0.2 gal/sq. yd. (Estimated quantities based on 0.26 gal/sq. yd.)

CRS-2 Emulsified Asphalt from a Nebraska Department of Transportation approved source will be used for this project.

B. TRAFFIC CONTROL

The Contractor will be responsible for all construction traffic control as specified by the current edition of the "Manual on Uniform Traffic Control Devices" and NDOT Standard Plans. The Contractor shall submit a "Traffic Control Plan" at least 14 calendar days prior to the beginning of work. The "Traffic Control Plan" must be approved prior to any work. Traffic must be maintained along the existing roads during construction.

All signing, flagging and temporary centerline marking required during construction will not be paid for directly but will be subsidiary to other items of payment.

The Contractor's responsibility for signing ends when final project approval is requested and granted.

C. PERMANENT SIGNS AND PAVEMENT MARKINGS

By County Forces.

Signs shall meet the current MUTCD standards.

D. TEMPORARY PAVEMENT MARKERS

The Contractor will be required to provide and install temporary raised pavement markers (yellow) on the project centerline. Spacing will be no more than 40ft. spacing. The markers must be on the NDOT approved product list. Removal will not be required.

Raised temporary centerline marking will not be paid for directly but will be subsidiary to other items of payment.

E. PROJECT TIME REQUIREMENTS

The required completion date is June 3, 2019. The completion shall be the earlier of June 3, 2019, the date indicated in the bid proposal or thirty (30) calendar days after the beginning of work. Additional days due to weather may be granted at the discretion of the Engineer.

If the Contractor fails to complete the project by the completion date, liquidated damages in the amount of \$200.00 per day may be assessed for each calendar day that the work remains incomplete and overdue on the project. The amounts charged as liquidated damages are otherwise difficult to calculate, and are considered to be fair and reasonable compensation for the damages and expenses incurred by the Owner as a result of Contractor's failure to complete the work within the stipulated time period. Such damages are not penalties.

The Owner shall have the right to recover said sum from the Contractor, the surety, or from both the Contractor and the surety.

F. AWARD OF CONTRACT

The Owner reserves the right to reject any and all bids or to waive any irregularities in bids.

The Owner reserves the right to give consideration to the proposed project sites beginning and completion dates submitted by the Bidder, as well as the criteria set forth in the Nebraska County Purchasing Act, in awarding the contract.

G. SALES TAX EXEMPTIONS

Pursuant to “Nebraska Revenue Act of 1967,” and amendments thereto which impose a “Sales and Use Tax,” the following information to obtain tax exemption on purchased materials is provided for use in submitting proposals.

Each Contractor awarded a contract for Nebraska public highway work will be issued a “Purchasing Agent Appointment” signed by the County Clerk and an “Exempt Sale Certificate”. The “Exempt Sale Certificate” should be reproduced, completed, and furnished to vendors by the Contractor or Subcontractor when making purchases as a purchasing agent of the County.

The “Exempt Sale Certificate” is to be used by the Contractor (or Subcontractor) when purchasing tangible personal property to be actually incorporated into the completed project. It does not apply to either of the following:

- 1) The purchase of materials to be used or consumed but not incorporated into the contract work, including but not limited to, form lumber, scaffolding, etc.; or
- 2) The purchase or rental of machines, equipment or tools owned or leased by the Contractor and used in performing the contract work.

All construction equipment located in Nebraska on the 1st day of January is subject to Nebraska property taxes for that year. Contractors shall notify the appropriate county officials to insure equipment is assessed.

H. COUNTY ROADS AND CITY STREETS AS HAUL ROADS

Prior to beginning any work, the Contractor is required to meet with all involved local governmental entities and advise them of any intent to use their local roads as haul roads. The Contractor shall be responsible for resolving claims concerning damage to local roads caused by its operations.

The Contractor shall protect and indemnify the Owner its representatives against any claims or liabilities arising from damage to local roads, caused by the Contractor’s operations.

PROPOSAL FOR 2019 GAGE COUNTY ARMOR COAT, C-34(1146), (1147), (1148), and (1149)

GAGE COUNTY, NEBRASKA

Board of Supervisors
Gage County Courthouse
Beatrice, NE 68310

Gentlemen:

_____, (Contractor) after reviewing these Bid Documents and Specifications in full, propose to furnish all, materials and all other miscellaneous items required to construct the project as shown at the following unit prices:

ARMOR COAT, C-34(1146); Adams-Filley Blacktop – 11.8 miles

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
1-1	39,598.000	Armor Coat Emulsified Asphalt	Gal.	_____	_____
1-2	1,185.000	Armor Coat Aggregate	Cu. Yd.	_____	_____
TOTAL FOR C-34(1146)				_____	_____

ARMOR COAT, C-34(1147); Christ Lutheran Church Rd – 6.0 miles

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
2-1	20,134.000	Armor Coat Emulsified Asphalt	Gal.	_____	_____
2-2	602.000	Armor Coat Aggregate	Cu. Yd.	_____	_____
TOTAL FOR C-34(1147)				_____	_____

ARMOR COAT, C-34(1148); PWF West – 6.0 miles

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
3-1	20,134.000	Armor Coat Emulsified Asphalt	Gal.	_____	_____
3-2	602.000	Armor Coat Aggregate	Cu. Yd.	_____	_____
TOTAL FOR C-34(1148)				_____	_____

ARMOR COAT, C-34(1149); Wymore-Liberty Blacktop – 10.2 miles

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
4-1	34,228.000	Armor Coat Emulsified Asphalt	Gal.	_____	_____
4-2	1,024.000	Armor Coat Aggregate	Cu. Yd.	_____	_____
TOTAL FOR C-34(1149)				_____	_____
Total For Project				_____	_____

The Contract will be awarded based on TOTAL FOR PROJECT, in conjunction with the Nebraska County Purchasing Act.

We understand that this will be a lump sum contract and the total contract amount will be obtained by multiplying the Plan Quantities by the associated Unit Prices.

If awarded the contract, we will furnish a surety bond and certificates of insurance as indicated in the Contract Documents.

As specified in the Notice to Bidders, we hereby submit this **BID BOND CERTIFIED CHECK** in the amount of \$ _____ (5% of total bid). This bond will become the property of Gage County if an award is offered within thirty (30) days after the bid opening and we, as the successful bidder, fail to enter into a contract with Gage County.

The Undersigned agrees to correct any failures resulting from faulty work appearing within **TWELVE (12) MONTHS** after final payment.

Start of Construction Date: _____

End of Construction Date: _____

Sincerely,

 _____ (signature)
 _____ (printed name)
 _____ (title)
 _____ (company)
 _____ (address)
 _____ (telephone)

CONTRACT

This Contract is made and entered into in triplicate this _____ day of _____, 20____, by and between Gage County, Nebraska, acting through its Board of County Supervisors (hereinafter "Owner"), and _____, (hereinafter "Contractor").

The Contractor did submit a proposal for the construction of Armor Coating in Gage County and other incidental work, as set forth in the Contract Documents for the project titled "2019 Gage County Armor Coat, C-34(1146), (1147), (1148), and (1149)", and previously filed with the Gage County Clerk. A copy of the Contractor's proposal is attached hereto and made a part of this Contract. The amount of the Contractor's proposal was \$ _____ and such is the full amount of this Contract, with no additions or deletions, except by written change order as set forth in the Contract Documents. If any change orders are issued, they shall be at the unit prices set forth in the Contractor's proposal or as negotiated with the Owner, and will in no way be construed as a release or waiver from the obligations of this Contract.

In consideration of the following mutual agreements between the parties to this Contract, the Contractor agrees to furnish all work in accordance with said Contract Documents. The Owner agrees to pay the Contractor in accordance with the provisions of the Contract Documents and the Contractor's proposal.

This Owner awards this Contract to the Contractor subject to the following conditions:

IN WITNESS THEREOF, the parties hereto have executed this Contract on this _____ day of _____, 20____.

OWNER:

Board of County Supervisors
Gage County

By: _____

Title: _____

CONTRACTOR:

By: _____

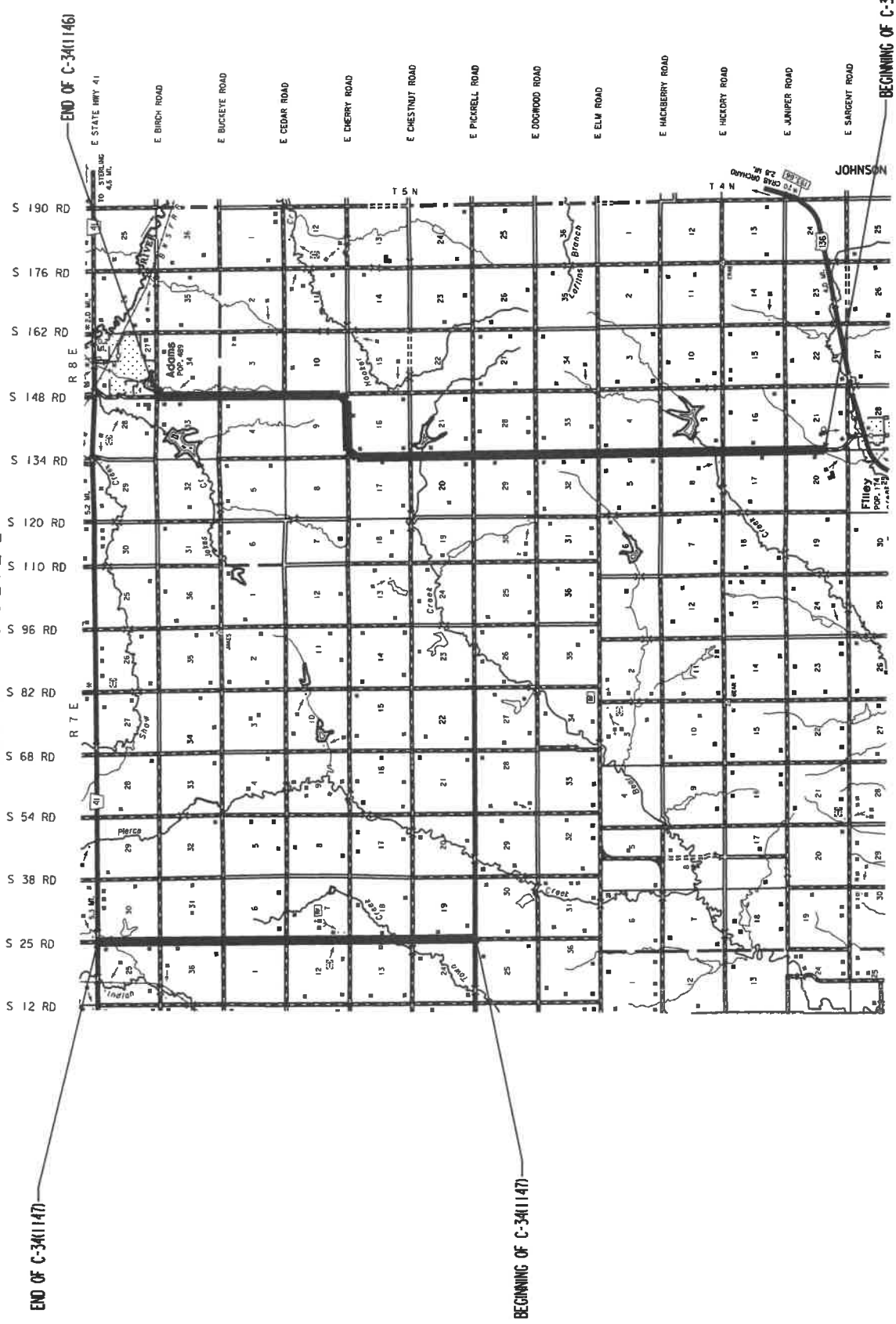
Title: _____

Notary Public

My commission expires the ____ day of _____, 20____

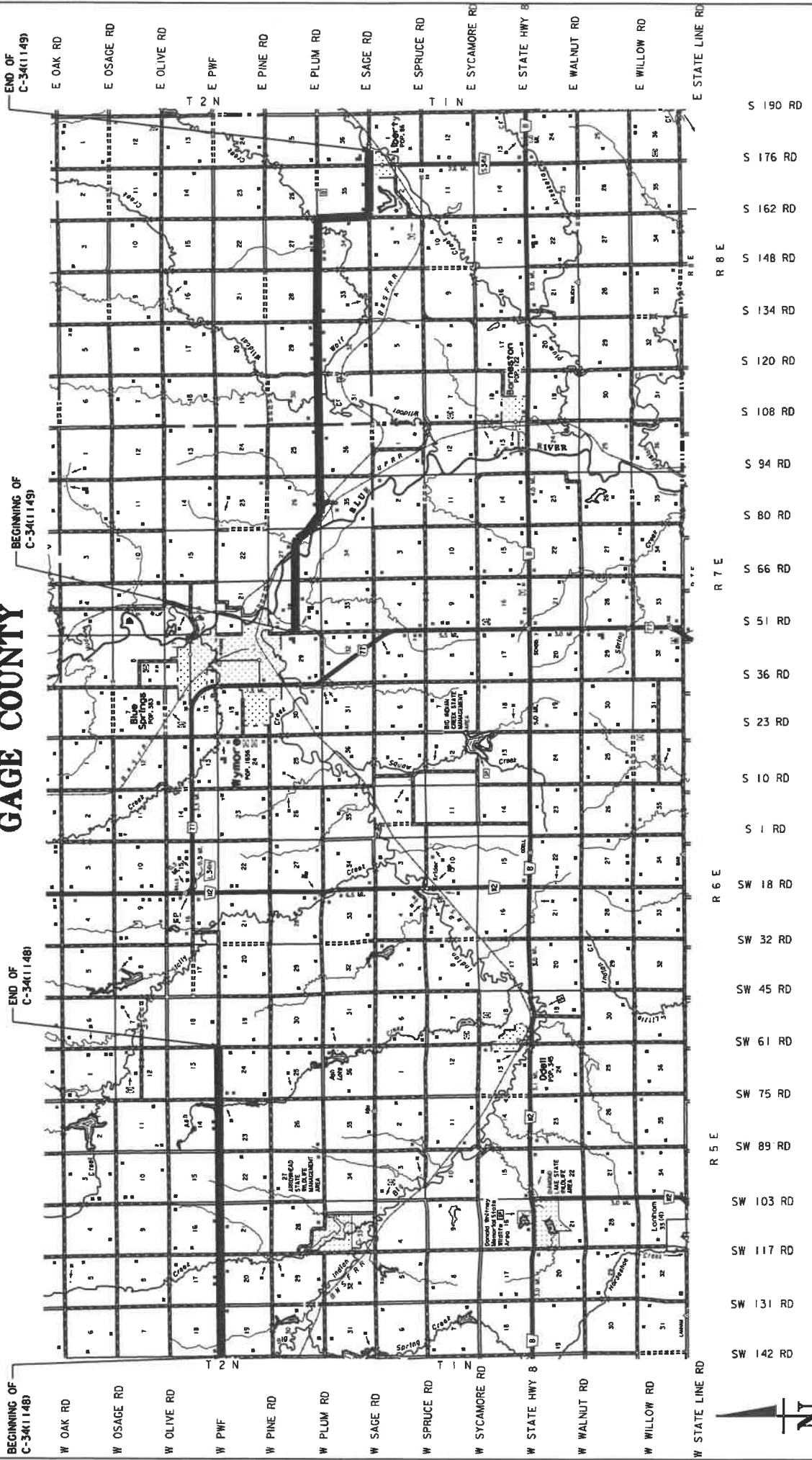
2019 GAGE COUNTY MILL AND ARMOR COAT GAGE COUNTY

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2019 GAGE COUNTY MILL AND ARMOR COAT

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- SW 117 RD
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