

Bid Documents & Specifications

Falls City Northeast, C-74(2022-9)

Bridge Replacement Project

Structure No. C007425105

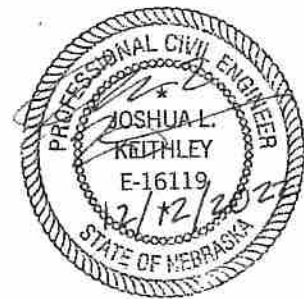
Section 29/30 - Township 2N - Range 17E

Richardson County, Nebraska

Prepared By: Midwest Engineering, Inc.

MEI Project #: E22009

Coordinating Professional: Josh Keithley, PE



MEI
MIDWEST ENGINEERING, INC
5320 N. 148th St. · Lincoln, NE 68527

Table of Contents

Notice to Bidders	3
General Conditions	4 to 6
Special Provisions	7 to 10
Proposal	11 to 13
Contract	14

Notice to Bidders

- Project Name: Falls City Northeast
- Project Number: C-74(2022-9)
- Project Location: The Project Site is located approximately 3 miles east and 3 miles north of Falls City. On 655 Ave., approximately 1,800 feet south of 710 Road, in Richardson County, Nebraska.
- Project Description & Scope: Removal and replacement of a 57-ft. steel thru-truss bridge with a triple 14'x14'x56' concrete box culvert. Work includes site preparation, drop pipe installation, erosion control, and other incidental work. Selected bidder shall furnish necessary equipment, transportation, labor, materials, and incidentals required to complete the work as per the Contract Documents.
- Sealed Bids Received By: Mailed or delivered to the Richardson County Clerk and will be publicly opened and read during the scheduled County Board meeting. Sealed envelopes shall be plainly marked as follows:
- TO: Richardson County Clerk
1700 Stone Street, Room 203
Falls City, NE 68355
RE: Falls City Northeast, C-74(2022-9)*
- Bid Deadline: January 10th, 2023, 10:00 a.m. local time
- Questions: Josh Keithley - Midwest Engineering, Inc.
jkeithley@midweste.com or (402) 786-2203
- Contract Documents: Bid Documents and Specifications are on file and open to public inspection at the following locations:
- Midwest Engineering, Inc., 5320 N 148th St., Lincoln, NE 68527
 - Richardson County Clerk's Office
- Bid Documents and Specifications may also be obtained at the following locations:
- QuestCDN Project No. **8351728** (cost of \$20.00)
 - <https://midweste.com> > Lettings > QuestCDN (cost of \$20.00)
 - Midwest Engineering, Inc. Office (cost of \$60.00)

Proposals must be submitted on the forms furnished with the Bid Documents.

Each bidder will be required to submit bid security in the form of a Bid Bond or Certified Check made payable, without condition, to the Treasurer of Richardson County, Nebraska, in an amount equal to five (5) percent of the accompanied bid proposal.

The bidder shall include with its bid proposal an estimated start date and completion date for all work on the project. The Contractor will be allowed seventy-five (75) calendar days for project completion. The desired completion date of the project is October 1, 2023.

Richardson County is an Equal Opportunity Employer.

General Conditions

Definitions

- (1) "Owner" – Richardson County, Nebraska
- (2) "Engineer" – Midwest Engineering, Inc.
- (3) "Contractor" – The successful bidder that is awarded the contract for the project.
- (4) "Contract Documents" – Include:
 - (4a) Project Plans
 - (4b) Project Bid Documents & Specifications
 - (4c) "Standard Specifications for Highway Construction, Nebraska Department of Transportation, 2017 Edition," and all subsequent amendments (hereinafter "Standard Specifications"); any applicable Nebraska Department of Transportation Standard Plans (hereinafter "Standard Plans") and
 - (4d) Any addendums to the drawings or specifications

Note: Standard Specifications and Standard Plans can be obtained from the Nebraska Department of Transportation, and/or downloaded from its website.

Standard Specifications

Where the Standard Specifications reference "the State of Nebraska, Department of Transportation", "the State of Nebraska" or "the Department", substitute "the Owner" in its place.

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 shall be submitted on a form that is acceptable to the Engineer. See the American Institute of Architect's Document G702 (AIA G702) for an example.

Retainage in the amount of 10% will be withheld from each progress payment until work on the project is 50% complete and accepted. Retainage on subsequent payments will be in the amount of 5%, per progress payment until final completion. Final payment will be made after completion of all work and Owner's acceptance thereof.

Engineer Status

The Engineer is the agent of the Owner only to the extent provided in the Contract Documents or is specifically authorized otherwise by the Owner.

The Engineer will establish with stakes or other methods:

- Centerline of Project for accomplishment of the work.
- Proposed elevations and centerline of structures

- Proposed centerline of channel
- Slope stakes
- R.O.W./Easement limits

Additional staking requested by the Contractor will be provided at the Contractor's expense.

The Contractor must notify the Engineer at least 48-hours in advance of any work on the following items:

- Mobilization to the Site
- All Grading Operations
- Sheet Pile Installation
- Placement of Crushed Rock
- Any Concrete Placement
- Backfilling of Box Culvert
- Culvert Pipe Installation
- Placement of Roadway Surfacing
- Seeding Operations
- Erosion Control Installation
- Site Cleanup

Cooperation of Contractor & Contractor's Superintendent

See Standard Specifications Section 105.05.

Utilities

Any utilities damaged by the Contractor shall be repaired at the Contractor's expense. Prior to any excavation or ground penetration and per state law, the Contractor shall have all utilities located in the disturbance area. Utilities that may be shown in the plans are for information purposes only and should not be relied upon as being accurate or complete.

The relocation of conflicting utilities on the project, is the responsibility of the Owner. The Owner will contact the relevant utilities in advance of the Contractor's anticipated mobilization to the site. Utility relocations may be concurrent with the Contractor's operations.

Environmental Protection

The Contractor shall implement and maintain appropriate temporary erosion & siltation control measures, as soon as practicable after work begins on the project. Established methods will be employed to prevent petroleum products, chemicals, construction debris, wet concrete, excessive suspended solids, or other harmful materials from entering streams or waterways and/or leaving project site.

The Contractor must ensure that discharges of dredged or fill material shall be free of unsafe levels of toxic pollutants, and must not contain unsuitable materials such as trash, debris, steel, etc. Discharges that create water pools or impoundments, shall be minimized as much as reasonably possible. To the maximum extent practicable, all reasonable efforts shall be made to prevent discharges from

restricting, impeding, or diverting normal or expected streamflow. Any temporary fills should be minimized, removed as soon as reasonably possible, and affected areas restored to pre-work and/or design elevations and conditions.

Heavy equipment operations in wetland areas if required and/or allotted, require the use of mats or other established methods to minimize soil disturbance & rutting.

The Contractor is required to comply with the terms and conditions of the Corp. of Engineer's (COE) permit, the general National Pollutant Discharge Elimination System (NPDES) permit, the Stormwater Pollution Prevention Plan (SWPPP), and all federal, state and local regulations regarding environmental quality.

Note: A Corp. of Engineer's permit is required on this project. The Engineer will apply for the permit and provide a copy of the issued permit to the Contractor upon issuance.

The Contractor will be required to supply plans to the Engineer for any deviations from the issued COE permit. Such changes will be submitted to the Corp. for approval. The Contractor will not be allowed to perform any work within the waterway or wetland areas until such changes have been approved by the COE. All costs associated with changes to the COE permit, including construction delays, shall be at the Contractor's expense.

Contract Bonds

Any Contract to be issued, will be conditioned upon the furnishing within ten (10) business days from the notice of award, a performance bond, and a payment bond in an amount not less than the full value of the Contract. The surety utilized shall be authorized and licensed to transact business in the state of Nebraska. The form of such bonds must be acceptable to the Owner.

Liability Insurance

See Subsection 107.15 of the Standard Specifications. Where the "State of Nebraska, Department of Transportation" is listed, replace with "Owner and Engineer." The Contractor shall provide proof of such insurance, prior to execution of a Contract.

Special Provisions

Site Preparation

The Contractor shall remove the existing structure. The item "Site Preparation" shall also include any tree removal and clearing and grubbing necessary to complete the Work. Site Preparation also includes the removal of broken concrete/rip-rap located within the limits of construction.

All material shall become the property of the Contractor and will be removed from the site. This work shall be included in the item "Site Preparation".

Excavation, Established Quantity

Channel excavation shall extend to the limits of the channel construction as shown in the plans. Channel excavation shall be classified as "Excavation, Established Quantity".

Roadway construction shall extend to the limits shown in the plans. Roadway construction shall be included in the item "Excavation, Established Quantity".

The existing channel and structure shall be backfilled with suitable material approved by the Engineer. Material obtained from channel excavation may be used for backfill material. Any additional material needed for backfilling will be the Contractor's responsibility to provide and be subject to Engineer approval. The Contractor shall exercise caution so as to not contaminate the suitable material with unsuitable material.

Concrete Box Culvert

The Concrete Box Culvert shall be constructed in accordance with the Contract Documents. All fill under the box culvert, and backfill shall be compacted as specified in the Contract Documents.

Note: Concrete for box culvert construction shall be 47B with a required strength of 4,000 psi.

Paved Box Culvert Aprons

Paved Aprons shall be constructed as indicated in the plans. All fill under the aprons shall be compacted as specified in the Contract Documents.

Concrete for paved aprons shall be paid for as "Class 47B-3000, Concrete for Aprons" by the cubic yard (Cu. Yd.).

Reinforcing Steel for paved aprons shall not be paid for directly, but shall be considered subsidiary to the item "Class 47B-3000, Concrete for Aprons".

Note: Concrete for box culvert construction shall be 47B with a required strength of 3,000 psi.

Steel Headwall for ___" Corrugated Metal Pipe

The item "Steel Headwall for ___" Corrugated Metal Pipe" shall include all materials necessary to construct the steel headwall as shown in the plans.

Traffic Control

The Contractor will be responsible for traffic control on this project.

Traffic Control shall be as specified by the current edition of the "Manual on Uniform Traffic Control Devices" and the Nebraska Department of Transportation Standard Plans for Traffic Control, including but not limited to advance warning signs, "road closed ahead" signs, and Type 3 barricading with flashers. Responsibility for signing ends when final project approval is requested and granted. This work will shall be included in the item, "Traffic Control".

The Owner shall be responsible for routing thru traffic around the project, if required.

Covercrop Seeding

All disturbed areas outside of the road top shall be covercrop seeded as soon as practicable following grading operations.

Seeding, Type "A"

The Contractor shall seed, fertilize, and mulch all disturbed areas outside of the road top following the replacement of the top soil. All seeding, fertilizing, and mulching shall be in accordance with the Standard Specifications. Seed mix shall be as follows:

Type "A"	Minimum Purity (%)	Application Rate (lb. PLS/Acre)
Canada Wildrye – NE, IA	85	6
Western Wheatgrass, Flintlock	85	6
Switchgrass – Pathfinder, Blackwell	85	4
Indian Grass – Otoe, NE 54	75	3
Big Bluestem – Pawnee, Roundtree	60	3
Sideoats Grama – Trailway	75	5
Oats (*Wheat in fall)	90	20

Subsection 801.02 of the Standard Specifications is amended to include the following:

- All seed shall be of Nebraska origin, adjoining states, or as otherwise specified.
- Any deviation or substitutions to the variety or origin shall be submitted to the Engineer for approval.

Rate of application of commercial inorganic fertilizer shall be a minimum of 32 lbs. of available nitrogen (N₂) per Acre, and 92 lbs. of available phosphoric acid (P₂O₅) per acre.

Mulching and fertilizing shall be considered subsidiary to the item "Seeding, Type 'A'".

Project Time Requirements

The desired completion date is October 1, 2023. The required completion shall be the earlier of the date indicated in the bid proposal or seventy-five (75) calendar days after beginning work at the site. Additional days due to weather or other unforeseen circumstances may be granted at the discretion of the Engineer.

If the Contractor fails to complete the project by the required completion date, liquidated damages in the amount of \$300.00 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.

Award of Contract

Award of the Contract will be in accordance with the County Purchasing Act (Neb. Rev. Stat. 23-3101 through 23-3115), and the competitive bidding considerations set forth therein. The Owner will, at its discretion, make an award based on the lowest and best bid, and reserves the right to reject any or all bids, and to waive any irregularities in bids received.

The Owner reserves the right to give consideration to the proposed project site beginning and completion dates submitted by the Bidder in awarding the Contract.

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 ensure equipment is assessed.

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 and its representatives against any claims or liabilities arising from damage to local roads, caused by the Contractor's operations

Permanent Erosion Control

The Contractor shall install fabric silt fence at the locations indicated in the plans. Material type shall be as indicated in the plans, and on the NDOT's approved products list.

Installation shall be in accordance with the appropriate Standard Plans or per the manufacturer's recommendations.

Temporary Erosion Control

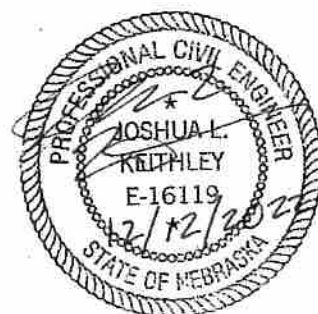
The Contractor must employ appropriate temporary erosion and siltation control measures. Such measures shall be maintained in good condition during construction in accordance with applicable permits. Temporary silt fence must be approved by the Owner or the Owner's representative prior to installation and shall be paid for per linear foot of properly installed silt fence. Maintenance of such installed silt fence shall be subsidiary to its installation. No additional payment will be made for maintenance.

Access Crossing

The Contractor may elect to construct an access crossing as indicated in the plans. Access crossing details shown in the plans have been included in the application for the COE permit. As such, any significant changes to the location and/or structures must be submitted to the Engineer for forwarding to the COE for approval.

The Contractor is not required to construct the access crossing. In the event that an access crossing is not constructed, no payment will be made for the item "Access Crossing".

The Item "Access Crossing" shall include all earthwork, surfacing, bank/berm protection (i.e. rip-rap), culvert pipes, etc. as well as all labor, equipment, tools and incidentals necessary to construct and maintain the access crossing.



PROPOSAL FOR FALLS CITY NORTHEAST, C-74(2022-9)
RICHARDSON COUNTY, NEBRASKA

Board of County Commissioners
 Richardson County Courthouse
 Falls City, NE 68355

Members of the Board:

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

TRIPLE 14' x 14' x 56' CONCRETE BOX CULVERT ON A 20 DEG. SKEW (L.H.B.), C007425105

<u>Item No.</u>	<u>Description</u>	<u>Plan Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1-1	Mobilization	1.000	Lump Sum	_____	_____
1-2	Site Preparation	1.000	Lump Sum	_____	_____
1-3	Excavation, Established Quantity	7,388.000	Cu. Yds.	_____	_____
1-4	Class 47B-4000, Concrete for Box Culverts	383.420	Cu. Yds.	_____	_____
1-5	Reinforcing Steel for Box Culverts	63,879.000	Lbs.	_____	_____
1-6	Crushed Rock for Base Course	139.000	Tons	_____	_____
1-7	Class 47B-3000, Concrete for Aprons	47.080	Cu. Yds.	_____	_____
1-8	24" Corrugated Metal Pipe	108.000	Lin. Ft.	_____	_____
1-9	48" Corrugated Metal Pipe	64.000	Lin. Ft.	_____	_____
1-10	Steel Headwall for 24" Corrugated Metal Pipe	1.000	Each	_____	_____
1-11	Steel Headwall for 48" Corrugated Metal Pipe	1.000	Each	_____	_____
1-12	Crushed Rock Surface Course	96.000	Tons	_____	_____
1-13	Fabric Silt Fence, Low Porosity	145.000	Lin. Ft.	_____	_____

1-14	Fabric Silt Fence, High Porosity	60.000	Lin. Ft.	_____	_____
1-15	Covercrop Seeding	1.200	Acres	_____	_____
1-16	Seeding, Type "A"	1.200	Acres	_____	_____
1-17	Access Crossing	1.000	Lump Sum	_____	_____
1-18	Temporary Silt Fence	200.000	Lin. Ft.	_____	_____

TOTAL FOR PROJECT _____

TOTAL FOR PROJECT WRITTEN IN WORDS

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

We understand that the bids will be evaluated for award on a lump sum basis 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 contract bonds and proof of insurance as indicated in the Contract Documents.

As specified in the Notice to Bidders, we hereby submit a BID BOND / CERTIFIED CHECK (circle one) as bid security in the amount of \$ _____ (5% of total bid). This bid security will be forfeited to the Owner as liquidated damages if an award is offered within thirty (30) days after the bid opening and we, as the successful bidder, refuse or fail to: (a) accept the award made to us and enter into a Contract; (b) furnish the required contract bonds; or (c) provide proof of liability insurance, within ten (10) business days of such award.

Start of Construction Date: _____

End of Construction Date: _____

Sincerely,

_____ (signature)

_____ (printed name)

_____ (title)

_____ (company)

_____ (address line 1)

_____ (address line 2)

_____ (telephone)

_____ (e-mail)

Contract

The parties to this Contract are Richardson County, Nebraska, acting through its Board of Commissioners (hereinafter "Owner"), and _____, (hereinafter "Contractor").

Based upon the Contractor's Proposal, which was submitted the construction of a concrete box culvert and related work, as set forth in the Contract Documents for the project titled "Falls City Northeast, C-74(2022-9)" as filed with the Richardson County Clerk and attached below as part of the Contract Documents. The total amount of the Contractor's proposal was \$ _____, which shall be the value of this Contract, subject to as-constructed quantity adjustments or duly executed changes orders, pursuant to the Contract Documents.

The Contractor will perform all work in accordance with the Contract Documents. The Owner will pay the Contractor in accordance with the Contract Documents.

This Contract is subject to the following conditions:

By signing below, the parties will have duly executed this Contract, as of the date set forth below:

Contract Date:

OWNER:

CONTRACTOR:

Board of County Commissioners

Richardson County

By: _____

By: _____

Title: _____

Title: _____

Notary Public: _____
