

## NOTICE TO BIDDERS

Notice is hereby given that the Hamilton County Commissioners will accept sealed bids for gravel and are requesting gravel price per ton F.O.B. and to be spread on the road in four separate areas of the County. Specifications and bid forms are available at the County Highway Department Office. Sealed bids will be open on April 3, 2023 at 1:00 p.m. at the office of the Hamilton County Highway Department at 1409 B Street, Aurora, Nebraska.

The Hamilton County Board of Commissioners reserves the right to reject any and all bids.

Dated this 13th day of March, 2023.

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Jeremy Brandt  
Highway Superintendent

Please publish: March 15 & 22, 2023

Please furnish proof of publishing to: Hamilton County Road Department  
1409 B Street  
Aurora, NE 68818

## 2023 GRAVEL LETTING

The Board of Commissioners of Hamilton County, Aurora, Nebraska, is receiving bids on the 3rd day of April, 2023, at 1:00 P.M., on all the areas in the county.

The County reserves the right to purchase all or none of the gravel required on the areas shown, or any portion thereof. A map of the areas of the county is attached.

Sealed bids shall be for contract to supply gravel from April 3, 2023 to next bid date.

The exact figure of purchase will be determined as needed, and in no way will Hamilton County be required to purchase any specific amount.

The Supplier shall take out and maintain during the life of this contract, such Public Liability and property damage insurance as shall protect him, the owner, from all claims for damages for personal injury, including accidental death, as well as from all claims for property damage which may arise from operations under this contract. Certificates of such insurance shall be filed with the Highway Superintendent or owner. Said certificate of insurance shall contain a ten-day notice of cancellation.

Certificates of Insurance prior to hauling are required in the following amounts:

Public Liability	\$500,000 per occurrence bodily injury \$500,000 Aggregate bodily injury
	\$100,000 per occurrence property damage \$100,000 Aggregate property damage
Automobile Liability	\$250,000 per person bodily injury \$250,000 per occurrence bodily injury
	\$250,000 per occurrence property damage
Personal Injury	\$500,000 per occurrence \$500,000 Aggregate bodily injury

The successful bidder or bidders, as determined by the Board of Commissioners, shall enter into a written contract, in conformity with his bid and proposal. In the event the successful bidders refuse or neglect to enter into such a contract within ten (10) days following the award, the check accompanying his bid shall be forfeited.

The Board of Commissioners reserves the right to reject any and all bids.

## ROAD GRAVEL SPECIFICATIONS

1. Gravel offered by the bidders must conform to the gradation requirements specified by the State of Nebraska for Surfacing Aggregate, as set in 2007, by the Nebraska Department of Roads Standard Specifications, with the following provisions:

Sieve Size	Percent Passing	
	Target Value	Tolerance
1 inch (25.0 mm)	100	0
No. 4 (4.75 mm)	78	±17
No. 10 (2.00 mm)	16	
No. 50 (300 pm)		
No. 200 (75 pm)	3	±3

2. Location for delivery of Gravel shall be given by the Highway Superintendent or the Assistant Highway Superintendent, or a designated employee. Any activity by the supplier will be reported to the Highway Superintendent, or the Assistant Highway Superintendent, with Twenty Four (24) hours of such Activity.

**GRAVEL PROPOSAL**

Firm name \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, Nebraska herein, and after referred to as the Supplier, makes the following bid or bids subject to the terms and conditions as stated in the "Notice to Bidders", and "Gravel Specifications", following which are hereby made a part of this contract.

Road gravel delivered under this contract must be produced from pits approved by the Hamilton County Board of Commissioners, and must meet the gradation requirements specified by the State of Nebraska for Mineral Aggregate, Gravel for Surfacing, as set in 2007, by Nebraska State Standard.

COMPANY:

SIGNED:

TITLE:

DATE:

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

GRAVEL PROPOSAL

ROAD GRAVEL QUOTATION-HAMILTON COUNTY  
DELIVERED TO AREA & SPREAD  
BID DATE: April 3, 2023

AREA	1 YEAR PROPOSAL	PRICE/TON
Area 1		\$ _____
Area 2		\$ _____
Area 3		\$ _____
Area 4		\$ _____
Ice Control		\$ _____
Fill Sand		\$ _____

ROAD GRAVEL FOR THE PERIOD FROM DATE OF SIGNING TO NEXT BID DATE

FOB PIT	\$ _____
FOB PIT	\$ _____

Well Pack Gravel Quotation – Hamilton County  
Delivered to Area & Spread  
BID DATE; April 3, 2023

AREA	1 YEAR PROPOSAL	PRICE/TON
Area 1		\$ _____
Area 2		\$ _____
Area 3		\$ _____
Area 4		\$ _____

WELL PACK GRAVEL FOR THE PERIOD FROM DATE OF SIGNING TO NEXT BID DATE

FOB PIT	\$ _____
FOB PIT	\$ _____

**SAND PRODUCTS FOR THE PERIOD FROM DATE OF SIGNING TO NEXT BID DATE**

ICE CONTROL \$ \_\_\_\_\_

FILL SAND \$ \_\_\_\_\_

Pit location (direction from nearest town or landmark)

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**CONTRACT AND AGREEMENT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, for the period April 3, 2023 to the next bid date, by and between the County of Hamilton, Nebraska; hereinafter referred to as County and \_\_\_\_\_ hereinafter referred to as Supplier.

WITNESSETH:

The parties hereto, for and in consideration of the mutual promises of each other and the covenants hereinafter set forth, do hereby contract and agree as follows:

- A. The County agrees to purchase and the Supplier agrees to sell and/or sell and load and/or sell and load and supply and/or sell and load and supply and spread gravel as per the desires of the County. The County also reserves the right to haul any and/or all of the gravel to be purchased from the Supplier.
- B. The "Notice To Bidders", "Gravel Specifications", and "Gravel Proposal" are all part of this Contract and Agreement.
- C. The County shall require that the gravel produced by the Supplier be sampled and tested in a manner set forth in the "Gravel Specifications" and governed by the Nebraska Department of Roads Standard Specifications for Highway Construction, Series 2007 edition with all updates and supplemental specifications.
- D. The County reserves the right to use alternate sources of gravel, if Supplier fails to provide an adequate source of gravel required by the County. The County also accepts only those specific locations that were bid on the part of the Supplier as locations of delivery of gravel, no other location will be acceptable.
- E. The County agrees to pay Supplier for gravel, the amount as per accepted bid prices. These bid prices are a part of this Contract and Agreement and shall not be altered within the period of this Contract and Agreement.

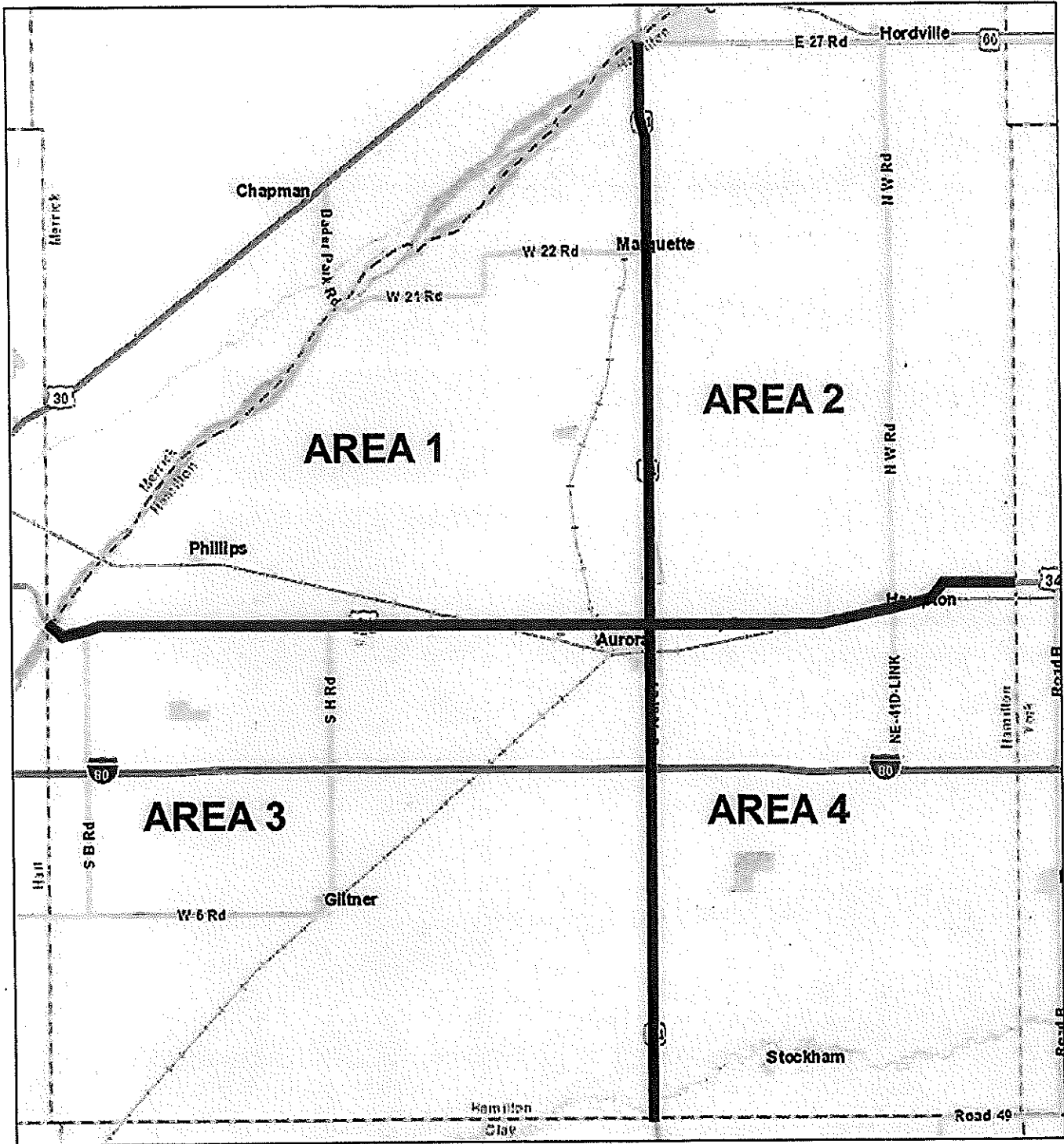
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF HAMILTON, NEBRASKA

BY \_\_\_\_\_  
CHAIRMAN: HAMILTON COUNTY BOARD OF COMMISSIONERS

BY \_\_\_\_\_

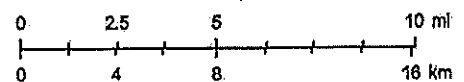
TITLE \_\_\_\_\_



January 16, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

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