

SPECIAL PROVISIONS

The County Board of Supervisors of Butler County, Nebraska, is hereinafter referred to as "County".

Bids will be received by the County until 9:00 A.M. on June 16, 2025, at the County Clerk's Office at 451 5th Street, David City, Nebraska, 68632, for Gravel Surfacing, to be delivered when ordered in writing by the County at any time during the period July 1, 2025, through June 30, 2026. Contractor agrees to furnish and pay for all labor, fuel, equipment and materials and furnish all road gravel as bid, delivered by Contractor to conform to specifications set forth herein. Gravel surfacing to be placed on roads as designated by the County and paid for according to project bid price hereinafter set forth. All hauling is to be done between sunrise and sunset.

Butler County will also accept bids for gravel to be hauled by County trucks loaded at pit site by successful bidder.

Measurement to be determined at point of loading. Burden of proof as to measure rests with the Contractor, and the County at any time may measure or request measurement of any vehicle hauling gravel. Basis of payment shall be cubic yards delivered and placed on roads as directed by the County. County shall have the right to request that random loads be weighed at any location designated by County.

Road Gravel delivered under this contract must be produced from pits approved by the County Board of Supervisors and must pass the following specifications;

- Total percent retained on 1 inch sieve; 0 minimum, 10 maximum
- Total percent retained on 3/4 inch sieve; 2 minimum, 10 maximum
- Total percent retained on No. 4 sieve; 25 minimum, 50 maximum
- Total percent retained on No. 10 sieve; 80 minimum, 100 maximum
- Total percent retained on No. 200 sieve; 95 minimum, 100 maximum

Upon the material breach of any covenant of condition herein by the contractor, as determined solely by County, the County shall have the right, in addition to whatever other rights County may have either in law or equity, to terminate this agreement immediately, provided, however, the Contractor shall have received written notice of the default and Contractor shall have failed to commence a cure within 72 hours of receipt of such notice or after commencing such cure has failed to proceed diligently with its cure efforts.

Contractor agrees, in event of award, to furnish Certificate of Insurance covering all of said work, showing standard limits of protection on Workman's Compensation, limits of \$100,000.00 and property damage caused by other than Automobile, limits or \$50,000.00.

The County reserves the right to waive technicalities and to reject any and all bids.

Bidders may bid on each Township and need not submit a bid on all Townships

The County reserves the right to accept more than one bid for each Township and more than one bid for pit gravel.