

INFORMATIONAL PROPOSAL (For information only, not to be used for bidding)

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : March 13, 2003

CALL ORDER: N04 CONTRACT ID: 1682Y

CONTROL NO./SEQ. NO.: 12682 /000 PROJECT NO.: RD-80-9(1139)

TENTATIVE START DATE: 04/14/03 CONTRACT TIME: 25 WORKING DAYS

LOCATION: I-80, LINCOLN TO PLATTE RIVER BRIDGE
IN COUNTY: CASS LANCASTER

BIDDER

GROUP 9 BITUMINOUS

NOTES

THE TOTAL AMOUNT OF WORK WHICH WILL BE ACCEPTED IN THIS LETTING IS LIMITED TO \$_____.

THE NUMBER OF _____ CONTRACTS WHICH WILL BE ACCEPTED IN THIS LETTING IS LIMITED TO ____.

NOTICE TO ALL BIDDERS

To report bid rigging activities, call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

LETTING QUESTIONS

Prior to the letting, any questions pertaining to the Special Provisions or the plans for this project should be directed to Construction Division personnel at (402) 479-4568 or (402) 479-4529.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Required Provisions Supplemental to the
Standard Specifications for Highway Construction

I. Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

The contractor shall insert in each of his subcontracts all of the stipulations contained in the Special Provisions and these Required Provisions.

A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. Equal Opportunity

1. **Selection of Labor**

During the performance of this contract, the contractor shall not discriminate against labor from any other state.

2. **Nebraska Fair Employment Practices Act**

The contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex or national origin. The contractor agrees to post in a conspicuous place or places a notice to be provided by the State Highway Department which sets forth excerpts of the Act.

3. **Nebraska Equal Pay Act**

The contractor shall not discriminate on the basis of sex by paying wages to employees of one sex at a lesser rate than the rate paid to employees of the opposite sex for comparable work on jobs which have comparable requirements. An abstract of the Act is included on the notice which is provided by the State Highway Department.

April 4, 1995

III. Employment of Labor

1. **General**

No person under the age of sixteen (16) years, and no one whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health and safety of others shall be employed on any project. This paragraph shall not be construed to deny the employment of older people or physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

No person currently serving sentence to a penal or correction institution shall be employed on any project.

Except as specifically provided under this section, workers who are qualified by training or experience to be assigned to projects of this character shall not be discriminated against on any grounds whatsoever.

2. **Payrolls**

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working on the site of the work.

The contractor's and subcontractor's payroll records shall be available for inspection by authorized representatives of the State Highway Department and authorized representatives of Federal Agencies.

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

April 4, 1995

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

IV. Safety and Accident Prevention

In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the contracting officer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

V. Subletting or Assigning the Contract

The contractor shall perform with his own organization contract work amounting to not less than 30 percent of the total contract amount except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the total contract amount before computing the amount of work required to be performed by the contractor with his own organization.

Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions found elsewhere in the contract.

No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer or his authorized representative. Requests for permission to sublet assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The contractor shall give assurance that the minimum wage for labor as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

April 4, 1995

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. RD-80-9(1139)**

GENERAL CONDITIONS

Sealed bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on March 13, 2003, until 1:30 P.M.

Bids submitted by mail should be addressed to the Nebraska Department of Roads, c/o Contract Lettings Section, P.O. Box 94759, Lincoln, NE 68509-4759.

The 1997 English Edition of the Standard Specifications for Highway Construction, including all amendments and additions thereto effective at the date of the contract, are made a part of these Special Provisions, through reference.

The Supplemental Specifications to the 1997 English Edition of the Standard Specifications for Highway Construction dated July 12, 2001, including all amendments and additions thereto effective at the date of the contract, are made part of these Special Provisions, through reference.

The Required Provisions dated April 4, 1995, are attached to and are a part of this proposal form.

The attention of bidders is directed to the Required Provisions covering subletting or assigning the contract.

The proposal contains a statement that the contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of his business and in the execution of the work contemplated in this proposal.

Fair labor standards shall be construed to mean such a scale of wages and conditions of employment as are paid and maintained by at least fifty per cent of the contractors in the same business or field of endeavor as the contractor filing this proposal.

BIDDING PROPOSAL FORMS FOR THIS WORK WILL BE ISSUED AND A CONTRACT AWARDED TO A CONTRACTOR WHO IS QUALIFIED FOR CONCRETE PAVEMENT OR BITUMINOUS.

STATUS OF UTILITIES

No utilities have been or will be required to relocate within the limits of this project.

Underground utilities may exist within the limits of this project. The Contractor shall determine to his satisfaction the extent of occupancy of any underground utilities located within the respective construction areas and the extent of conflict with the proposed work under this contract.

Any utility adjustments or interruption of service for the convenience of the Contractor shall be the sole responsibility of the Contractor.

To arrange for utilities to locate and flag their underground facilities, contact The Diggers Hotline of Nebraska at 1-800-331-5666.

**STATUS OF RIGHT-OF-WAY
(S1-16-0801)**

According to the best information available, all necessary right-of-way has been acquired.

**SUBCONTRACTOR BIDDERS LIST INFORMATION
(S1-43-0801)**

All bidders must complete and submit with the bidding proposal, the "Subcontractor Bidders List" form provided by the NDR Contracts office.

Bidders must identify all firms who bid or quote subcontracts on all projects. If no bids or subcontractor quotations are received, the "Subcontractor Bidders List" must be submitted with the bidding documents and the bidder must indicate on the face of the "Subcontractor Bidders List" that no bids or subcontractor quotations were received.

**CONTROL OF WORK
(S1-43-0901)**

Subsection 105.08 in the 1997 Standard Specifications is void and replaced by the following:

105.08 - Authority and Duty of the Inspector

Department inspectors are authorized to inspect all work performed and all materials furnished. Such inspection may extend to the preparation, fabrication, or manufacture of the materials. The inspector has the authority to reject work or materials until any issues can be decided, including the right to suspend work. The inspector is not authorized to alter or waive the provisions of the contract or act as a supervisor for the Contractor.

105.13 – Tentative Acceptance of Portions of the Project

Paragraph 3.a. of Subsection 105.13 is amended by deleting the word "normal".

**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
(S1-43-1001)**

107.14 – Opening of Sections of the Project to Traffic

Subsection 107.14 Paragraphs 2.b.(1) and (2) are void and replaced by the following:

- 2.b. (1) Whenever the Department permits the public use of a highway undergoing construction, repair, or maintenance in lieu of a detour route, the Contractor shall not be held responsible for damages to those portions of the project upon which the Department permitted public use, when such damages are the result of no proximate act or failure to act on the part of the Contractor.
- (2) If the traveling public should cause damage to the roadway, the Contractor shall assist the State in identifying the responsible party and the Contractor shall as a minimum if present at the time of the damage record pertinent information regarding the accident. (Who caused the damage; when the damage occurred; and how the damage occurred.)

107.15 – Contractor’s Responsibility for Work

Subsection 107.15 is amended by adding Paragraph 1.b.(3) as follows:

- (3) The Contractor shall not be held responsible for damage caused by the traveling public on those portions of the project where the Department has permitted public use of the road in lieu of using a detour route and the damage as not the result of any proximate act or failure to act on the part of the Contractor.

**MEASUREMENT AND PAYMENT
(S1-43-0901)**

109.08 – Acceptance, Final Payment, and Termination of Contractor’s Responsibility

Subsection 109.08 Paragraph c. amended by deleting the word “normal”.

Subsection 109.08 Paragraph d. is void and replaced by the following:

- d. If the traveling public should cause damage to the roadway the Contractor shall assist the State in identifying the responsible party and the Contractor shall as a minimum if present at the time of the damage record pertinent information regarding the accident. (Who caused the damage; when the damage occurred; and how the damage occurred.)

AWARD AND EXECUTION OF CONTRACT

The first sentence of Subsection 103.03 in the Standard Specifications is void and superseded by the following:

The bidder to whom the contract is awarded shall furnish within 5 days after the award, a contract bond, in a sum equal to the full amount of the contract.

The first sentence of Subsection 103.04 is void and superseded by the following:

The contract shall be signed by the successful bidder and returned, together with a satisfactory bond, within 5 days from the date of award.

Paragraph 1.a. of Subsection 103.05 is void and superseded by the following:

- a. Fails to file an acceptable performance bond within 5 days from the date of award.

SPECIAL PROSECUTION AND PROGRESS (Start Date)

The Department will not accept a different start date for this project. The Department desires that this project be completed prior to hot summer temperatures.

SPECIAL PROSECUTION AND PROGRESS (Holidays)

The contractor will be required to schedule his operations in a manner to have all traffic lanes open to traffic on the following holidays:

Memorial Day and Labor Day weekends – these holiday weekends shall begin at 3:00 p.m., Friday, and shall include the remainder of Friday and all day Saturday, Sunday and the Monday holiday.

- July 4th
- If July 4th falls on a Monday or Friday, the Saturday and Sunday either preceding or following July 4th shall be included as part of the holiday.
 - If July 4th falls on either Tuesday, Wednesday or Thursday, only that day will be considered as the holiday.
 - If July 4th falls on a Saturday or Sunday, the day preceding and the day following July 4th shall be included as part of the holiday.
 - The July 4th holiday shall begin at 3:00 p.m. on the day preceding the first day of the July 4th holiday, as defined above.

Failure to have all traffic lanes open to traffic, as specified, on these holidays will result in a liquidated damage assessment of \$5,000 per occurrence. This assessment will be in addition to other liquidated damages described elsewhere in this proposal or in the Standard Specifications used for this project.

CONSTRUCTION DETAILS

**TEMPORARY TRAFFIC CONTROL DEVICES
(S4-9-1201)**

Paragraphs 2.a. of Subsection 422.05 in the Standard Specifications is void and superseded by the following:

2.a. If signs are not returned or are returned damaged, and the damage is beyond reasonable "wear and tear" and the damage was caused by the Contractor, then the Contractor shall be charged the value of the missing or damaged items. These charges shall be deducted from monies due the Contractor upon final payment.

**TYPE B HIGH INTENSITY WARNING LIGHTS
(S4-9-1002)**

All references in the plans to Type B High Intensity Warning Lights shall be considered void. The plans will not be revised to reflect this change.

**TEMPORARY TRAFFIC CONTROL DEVICES
(S4-10-0502)**

Section 422 in the Standard Specifications is amended to include Mobile Traffic Control Operation. The Contractor shall furnish and operate the mobile traffic control operation as prescribed in the plans.

Subsection 422.04 is amended to provide that the mobile traffic control operation shall be measured on a daily basis for each day that the operation is in use. Operation for 4 hours or less will be considered as one-half day and operation for more than 4 hours shall be considered as a full day.

Subsection 422.05 is amended to include the following:

Pay Item	Pay Unit
Mobile Traffic Control Operation	Day (d)

CRACK SEALING BITUMINOUS SURFACING

Subsection 519.01 in the 2001 Supplemental Specifications is void and superseded by the following:

This work shall consist of preparing and sealing the transverse and longitudinal cracks in the bituminous surfacing on all the traffic lanes, shoulders and adjoining ramps, as shown on the plans.

Subsection 519.02 is void and superseded by the following:

519.02 – Material Requirements

1. The sealant shall be a mixture of paving grade asphalt, vulcanized recycled rubber and/or polymer modifier(s) that conform the following requirements and Specifications:
 - a. The sealant shall contain a minimum of 18% vulcanized recycled rubber by weight of asphaltic components. The sealant shall be a pre-reacted blend of product. The material shall not require additional heating time after it has reached the manufacturer's recommended application temperature. New material may be added to the material that has already been heated to proper application temperature. When heated in accordance with ASTM D-5167 to the safe heating temperature, the sealant shall meet the following test parameters:

TEST	SPECIFICATION
Cone Penetration @ 77 F (25 C) (ASTM D-5329)	45-70
Flow, 140 F (60 C) (ASTM D-5329)	5.0 mm max.
Resilience, 77 F (25 C) (ASTM D-5329)	25-60%
Bond, -20 F (-29 C), 50% extension (1/2" specimen) (ASTM D-5329)	Pass 3 cycles
Flexibility, -29 F (-34 C), 1", 90 degrees, 10 sec. (ASTM D-3111, modified)	Pass
Asphalt Compatibility (ASTM D-5329)	Pass

- b. Sampling and heating shall be in accordance with ASTM D-5078 and ASTM D-5167.
 - c. The vulcanized recycled ground rubber shall be free of wire, fabric, or other contaminating materials. The gradation shall be 95-100% passing the #10 sieve, 35-55% passing the #20 sieve, and 0-25% passing the #40 sieve.
 - d. Acceptance of the manufactured material will be based on a certificate of compliance for each lot or batch furnished by the supplier. The certificate of compliance shall state the type of rubber used, the lot number and a copy of the test results for the lot. The date of manufacture must also be shown on the certificate. This information must be submitted to the

Department's Materials and Research Division, Bituminous Laboratory prior to the usage of material.

- e. One sample per lot of material shall be sent to the Nebraska Department of Roads' Materials and Research Division for specification compliance testing. If the sealant sample test results do not conform to Specifications, the Contractor shall be assessed the costs for testing and shall be required to provide acceptable sealant for the project including additional samples for retesting.
- f. The use of metal staples or fasteners of any kind is prohibited for closing the lids of the container. Tape or other like materials will be accepted.
- g. Each container shall include information regarding lot number, type of product, safe heating temperature, and recommended pouring temperature of the crack sealing material.

**PROPOSAL GUARANTY
(S1-38-0801)**

As an evidence of good faith in submitting a proposal for this work or for any portion thereof as provided in the proposal form, the bidder must file with his proposal a bid bond, which must be executed on the Department of Roads' Bid Bond form, in the amount of 5 percent of the amount bid for any group of items or collection of groups for which the bid is submitted. Any alterations, conditions or limitations added to the Department of Roads' Bid Bond form will be unacceptable and cause the bid not to be opened and read.

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