

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : May 22, 2003

CALL ORDER: N14 CONTRACT ID: 7903C1

CONTROL NO./SEQ. NO.: 79903C1/001 PROJECT NO.: PM-183-1(1016)

TENTATIVE START DATE: 07/21/03 CONTRACT TIME: 35 WORKING DAYS

LOCATION: ON US-183, HOLDREGE NORTH & SOUTH

IN COUNTY: HARLAN PHELPS

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. PM-183-1(1016)**

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 May 22, 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.

STATUS OF UTILITIES

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

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.)

**SPECIAL PROSECUTION AND PROGRESS
(Project Scheduling)**

Work on this project shall not begin prior to July 7, 2003, and completion of this project shall be no later than September 13, 2003, unless otherwise approved by the Engineer.

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

**RAILROAD SAFETY TRAINING
(S1-22A-0801)**

The railroad company requires that anyone working within the railroad right-of-way attend a "Rail Safety Training" class. The Contractor, or their representative, will not be allowed on railroad right-of-way until they have successfully completed the mandatory safety training. The railroad will present a certification card to everyone who completes their safety training, and construction crews will be required to have their safety training certification cards in their possession at all times when they are working on railroad right-of-way.

The contractor will be responsible for all costs associated with attending this training class.

FLAGGING PROTECTION

When, for any reason, the Manager Public Projects or other duly authorized representative of The Burlington Northern and Santa Fe Railway Company shall deem it necessary to employ flagmen for the protection of train operations, such flagmen shall be furnished by the Railroad Company and all costs for such flagmen shall be borne by the contractor.

Prospective bidders shall familiarize themselves fully with the Railroad Company's requirements for flagging protection before bidding on the work.

**REIMBURSEMENT TO RAILROAD COMPANY
FOR FLAGGING COSTS
(S1-24-0801)**

At all times while performing such work, flagmen shall be deemed to be employees of the Railroad Company.

The contractor shall reimburse the Railroad Company directly for this flagging protection and shall make a showing that the Railroad Company has been reimbursed for all necessary flagging required by his operations before final payment for the work contemplated in the contract is made by the State.

Direct payment for flagging protection as required in these special provisions will not be made but it shall be considered that this work is subsidiary to any or all of the items for which the contract provides that direct payment shall be made.

**FLAGGING CONDITIONS
(S1-25-0801)**

Flagging and other protective services and devices will be provided by the Company to protect its facilities, property and movements of its trains or engine.

In general, the Company will furnish such flagging or other protective services and devices:

- (a) For any excavation below elevation of track subgrade, if, in the opinion of the Company's representative, track or other railroad facilities may be subject to settlement or movement.
- (b) During any clearing, grubbing, grading or blasting in proximity to the railroad, which, in the opinion of the Company's representative, may endanger or interfere with the railroad's facilities or operations.
- (c) When any of the Contractor's operations are carried on or within the Railroad Company's right of way and in the opinion of the Company's representative could endanger Company's facilities or create a hazard to the Company's operations.

**PROTECTION OF UTILITIES
(S1-26-0801)**

Before the contractor begins his operations on the railroad right-of-way he shall confer with the official representatives of the State and the Railroad Company with regard to any underground or overhead utilities which may be on or in close proximity to the site of the work. The contractor shall take such measures as the State or Railroad Company may direct in protecting those utilities properly throughout the period his construction operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning or revising those utilities, except as otherwise provided in the contract. Whenever and wherever such operations are undertaken by owners of utilities, the contractor shall cooperate to the extent that ample protection of their work will be provided so that the entire work that is contemplated in the contract may be expedited to the best interests of all concerned, as judged by the engineer for the State.

The contractor shall be responsible for any and all damages to utilities that are permitted to remain in place, or to reconstructed utilities in the vicinity, which may be due either directly or indirectly to his operations, and shall repair promptly any such damaged property to the satisfaction of the engineer and the owner of the property, or shall make payment to such owners for repairs as may become necessary on account of damages that are due to his operations.

Direct payment for this work will not be made but it shall be considered that the protection of the utilities is subsidiary to any or all of the items for which the contract provides that direct payment shall be made.

RAILROAD SPECIAL PROVISIONS

Before the contractor begins his operations on railroad right of way, he will contact the railroad at least 10 days in advance by telephone at 1-800-533-2891 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the railroad property to be used by the contractor.

The railroad will advise the contractor if fiber optic cable exists at the location(s) being occupied and will dispatch a representative to locate, mark and protect each cable in the vicinity of the work to be performed by the contractor.

The railroad will need the Railroad Mile Post involved which is 211.45 on this project.

The contractor, for his own protection, should obtain and record the "Trouble Log Number" from the railroad for verification of the call made.

WRITTEN NOTICE TO RAILROAD COMPANY

The contractor shall give written notice to the Manager Public Projects or to his authorized representative, at least ten days in advance of the date on which he expects to begin any work under or adjacent to any of the tracks of the Railroad Company or he expects to begin any construction work on the right of way of the Railroad Company. The contractor shall also give written notice to the Manager Public Projects no later than ten days after completion of all work on the railroad company's right of way.

PROTECTION OF PROPERTY (S1-29-0801)

The contractor shall use the utmost care to guard against accidents or cause the least possible interference with the operation of trains of the Railroad Company and the telephone, telegraph or signal lines of the Railroad Company or of any tenant of the Railroad Company's right-of-way. The contractor shall use the utmost care in guarding against injury to underground and overhead public utilities and services at or near the site of the work.

All work to be done under this contract shall be handled by the contractor so as to interfere as little as is reasonably possible with the use of tracks, wires, signals and property of the Railroad Company or its tenants, and the underground or overhead services of public and private utilities, and the contractor shall be responsible for any damages which may be sustained by the Railroad Company, its tenants, employees, passengers or freight in its care, or by the owners of any public or private overhead or underground services caused by such interferences which could have been avoided by the proper handling of said work. The contractor shall discontinue immediately, upon request of the engineer, any practices or actions which, in the opinion of the engineer, are unsafe or cause damage to underground or overhead services of public or private utilities, or which might result in delays to trains, engines or cars, or damage to tracks, roadbed, telephone, telegraph or signal wires.

The contractor shall take all precautions for the purposes of protecting the embankment of all railroad tracks as may be determined necessary by the authorized representative of the Railroad Company. The contractor agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and calculations pertaining to details for sheeting or otherwise protecting excavations next to or adjacent to railroad tracks if necessary and noted on the State's plans. The contractor also shall take all precautions for the protection of underground and overhead services either public or private, as may be determined by the engineer.

PROTECTION OF PROPERTY

The contractor shall not place or permit to be placed, or remain, piles of material or other temporary obstructions closer than 12 feet (3.7 meters) to the nearest rail of any track or closer than 23 feet (7 meters) above the top of any rail except that the construction forms and scaffolding may be placed no closer than 12 feet (3.7 meters) from the centerline of any such track.

Any changes necessary in the clearance set forth above shall be made only by special arrangements with the Manager Public Projects of the Company or his authorized representative.

The contractor agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and calculations pertaining to details for sheeting or otherwise protecting excavations next to or adjacent to railroad tracks if necessary and noted on the State's plans.

RAILROAD CROSSINGS (S1-31-1201)

The Contractor shall use only public roadways or special crossings that are specifically shown on the plans to cross railroad tracks. If the Contractor should desire a temporary crossing for construction purposes at a location other than an existing public crossing, provisions for such crossing shall be negotiated with the railroad by the Contractor, and all costs for such crossing shall be borne by the Contractor.

Prospective bidders should familiarize themselves with railroad temporary crossing and insurance requirements before bidding on the work.

**INSPECTION
(S1-32-0801)**

Subsection 105.09 in the Standard Specifications is amended to provide also that the work shall be subject to the inspection of the properly authorized representatives of the railroad and that such inspection shall in no sense make the railroad a party to this contract and will in no way interfere with the rights of either party hereunder.

**INSURANCE
(S1-33-1201)**

The State shall require its Contractor or any of his subcontractors to carry regular Contractor's Public Liability and Property Damage Insurance as specified in Federal-Aid Policy Guide 23 CFR 646A providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than Four Million Dollars (\$4,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident and providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than Four Million Dollars (\$4,000,000) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property Damage Insurance executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to the Railroad, shall be delivered to and approved by the Railroad prior to the entry upon or use of the Railroad's property by the Contractor.

In addition to any other forms of insurance or bonds required under the terms of the contract and the specifications, the Contractor shall furnish to the Railroad a Railroad Protective Policy in the form provided by Federal-Aid Policy Guide 23 CFR 646A. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence during the policy period; and subject to that limit, a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of or loss or destruction of or injury or damage to property during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State in which the work is to be performed shall be in form and substance satisfactory to the Railroad and shall be delivered to and approved by the Railroad prior to the entry upon or use of its property by the Contractor.

The above mentioned insurance shall be written in accordance with the Federal-Aid Policy Guide 23 CFR 646A issued by the Federal Highway Administration, which is hereby, through reference, made a part of these provisions.

The State shall require its Contractor or any of its subcontractors to carry a Business Automobile Insurance Policy or equivalent policy with minimum limits of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence on all vehicles which the Contractor or subcontractors, their agents or employees may use at any time in connection with

the performance of the work on this project. A certified copy of the policy providing said Business Automobile Insurance executed by a corporation qualified to write the same in the state in which the work is to be performed, in form and substance satisfactory to the companies, shall be delivered to and approved by the companies prior to the entry upon or use of the companies property by the Contractor.

The insurance as hereinbefore specified shall be carried by the Contractor and the Railroad covering all work performed on this project within the limits of the rights-of-way of the Railroad. Said insurance shall be carried until all work required under the terms of the contract is satisfactorily completed, as evidenced by formal acceptance by the State.

The State's Contractor shall cause triplicate originals of the policy or policies covering the Railroad Protective Liability Insurance specified above to be delivered to the State for delivery to the Railroad. The Contractor shall not enter upon or perform any work upon the property or the rights-of-way of the Railroad until the specified originals of the policy or policies have been delivered to and approved by the Railroad. The Contractor shall deliver one original policy of the above described Contractor's Property Damage Liability Insurance and one copy of the Business Automobile Insurance Policy to the State prior to the beginning of any work on the Railroad's right-of-way.

In addition to the above, the Contractor shall indemnify and hold the railroad(s) harmless against and from all cost, liability, and expense whatsoever (including the railroad attorney's fees and court costs and expenses) actually incurred arising out of or in any way contributed to by any negligent act or omission of the Contractor and its employees, for any damage to or destruction of any telecommunications system by the Contractor and its employees on the railroad's property.

RIGHT OF WAY (S1-34-0801)

The right of way and property which the public has, or will have, by ownership or easement, for the permanent construction and the prosecution of the construction operations, is indicated in the plans or will be defined upon request. Any additional ground, or working or storage space that the contractor may require for his operations, shall be provided by the contractor at his own expense.

RESTORATION OF RAILROAD COMPANY'S PROPERTY (S1-35-0801)

In the event the contractor shall in any manner move or disturb other property of the Railroad Company, in connection with the use of the said property, then, and in that event, the contractor shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed, and the contractor shall indemnify and save harmless the Railroad Company against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence, or the moving or disturbance of any other property, of the Railroad Company.

**FINAL CLEANING UP
(S1-36-0801)**

Subsection 104.08 in the Standard Specifications is amended to provide also that upon the completion of the work contemplated in this contract, the contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish, ditches, and temporary building, furnished or erected by him from within the limits of the right of way of the Railroad Company and shall leave the said right of way in a neat condition satisfactory to the Chief Engineer of the Railroad Company, or his authorized representative.

PERCENTAGE OF COST OF WORK WITHIN RAILROAD RIGHT-OF-WAY

The following information is furnished to aid in the determination of a proper premium for the Railroad Protective Liability Insurance required elsewhere in these special provisions.

RAILROAD PROTECTIVE POLICY DATA SHEET

Railroad: The Burlington Northern and Santa Fe Railway Company

Railroad Contact: Robert Carter

Title: Manager Public Projects

Address: 201 North 7th, Lincoln, NE 68501

Telephone Number: (402) 458-7515

Project Number: PM-183-1(1016)

Project Location: Holdrege North & South

Type of Project: Maintenance; Rehab.

No. of trains/day: Total: 14

Freight or Coal: 12 Speed: 79 mph Passenger 2 Speed 79 mph

No. of Tracks: Mainline 1 Passing 1

Project Over RR: No X Yes Project Under Railroad: No X Yes

Railroad Shoo-fly Required: No X Yes

Project Parallel to RR: No X Yes If Yes, Number of Miles

Crossings on State Highway or City Street System: No Yes X

If Yes, Number of Crossings 1 at DOT 076565C

Pavement or Overlay up to Crossing on County or City Road:

No X Yes If Yes, Number of Crossings

Work to be done by Railroad None

It shall be the contractor's responsibility to contact the railroad for additional information needed to purchase the Railroad Protective Policy.

The percentage of work within railroad right of way that is within 50 feet (15.25 meters) of any railroad track shall be covered by railroad protective insurance. The railroad's ownership of right of way that extends beyond 50 feet (15.25 meters) from the closest track shall be covered under regular Contractor's Public liability and Property Damage Insurance in the amounts specified in this contract.

<u>Group</u>	<u>Approximate Percent of Work Within 50 feet (15.25 meters) of Nearest Track</u>	<u>Approximate Percent of Work on RR/ROW Not Within 50 feet (15.25 meters) of Nearest Track</u>	<u>Description of Work</u>
<u>All</u>	<u>0.1 %</u>	<u>-- %</u>	<u>--</u>

CONSTRUCTION DETAILS

PERMANENT PAVEMENT MARKING (S4-7-0901)

Paragraph 4.c.(1) in the Standard Specifications is amended to include the following:

The written notification to the Contractor will give an approximate percentage retained. The Contractor will be responsible for replacing all defective materials present at the time corrective actions are performed.

PERMANENT PAVEMENT MARKING PAINT AND BEADS (S4-8-0303)

Paragraphs 6.a. and 6.b. of Subsection 424.02 in the Supplemental Specifications are void and superseded by the following:

A. Traffic Paint

The Contractor shall use a type of traffic paint that can be applied under the temperature conditions existing at the time of application. Traffic paint selected for use by the Contractor shall be one of the following:

1. Acrylic Resin Waterborne Traffic Paint
2. VOC Compliant Alkyd Resin Traffic Paint

The paint shall be a VOC compliant lead and chromium free traffic paint meeting the requirements of the current Nebraska Department of Roads' Specifications. The paint shall be furnished ready mixed and shall not be diluted or thinned. When applied at a wet film thickness of 15 mils (380 µm) the paint shall provide a five-inch (125 mm) wide stripe that dries within the specified time. The traffic paint shall be compatible with drop-on glass beads, providing good adhesion and good refraction. The color for the white paint after drying shall be a flat white, free from tint, furnishing good opacity and visibility. For yellow, the color shall closely match Color Chip 33538 of Federal Standard 595.

The traffic paints will be accepted on certified test results indicating that the paint meets the Nebraska Department of Roads' Specification Requirements.

B. Glass Beads

Glass Beads for use with Acrylic Resin Waterborne Traffic Paint shall be classified as Type 1 Dual-Coated Moisture Resistant.

Glass Beads for use with VOC Compliant Alkyd Resin Traffic Paint shall be classified as Type 1 Flotation.

Each type of glass beads shall be coated with the proper coating to provide good embedment and adhesion into the appropriate traffic paint. The glass beads shall be transparent, clean, colorless, smooth and spherical shaped, free of pitting or excessive air bubbles. When applied at a rate of six pounds of beads per gallon (0.72 kg of beads per liter) of traffic paint, the glass beads shall show good adherence to the paint and provide good night visibility throughout the useful life of the reflectorized traffic paint. The beads shall allow sufficient capillary action to form a firm embedment when dropped on a freshly applied wet paint film.

Each type of glass bead will be accepted on certified test results indicating that the beads meet the Type 1 gradation requirements, the roundness, refractive index, crushing resistance, and flotation and/or moisture resistance requirements as defined in AASHTO Specification M-247.

The first sentence of Paragraph 4. of Subsection 424.02 in the Standard Specifications is void and superseded by the following:

All permanent pavement markings, except "Permanent Pavement Marking Paint and Beads", shall have the following acceptance requirements:

**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 PAVEMENT MARKING

Paragraph 6. of Subsection 422.04 in the Supplemental Specifications is void and superseded by the following:

To provide for the safety of the traveling public, the Contractor will be required to place temporary yellow reflectorized traffic centerline delineation on two-lane, two-way roads. On multilane roads, when traffic is proceeding in the same direction on both sides of the line, the centerline shall be white. The reflectorized material used for the centerline delineation shall be chip seal markers similar to those supplied by Renco, Inc. or Dapco (Davidson Plastics Co.). The temporary lane markers shall be applied on the approximate centerline at 40-foot intervals on the straightaway and at 20-foot intervals on curves. The markers shall be applied to a clean dry road surface before any asphalt materials are applied. The markers shall be applied as directed by the manufacturer. After the armor coat is applied on the initial lane, the plastic cap shall be removed on every other marker. The plastic cap shall be removed on the remaining markers after the armor coat is applied on the adjacent lane.

Paragraph 6. of Subsection 422.04 in the Standard Specifications is void and superseded by the following:

Temporary pavement marking shall be measured by the station from the beginning to the end of the work, and shall be paid for at the contract unit price per Station for the item "Temporary Broken Line". This price shall be full compensation for furnishing and installing the chip seal markers and for all labor, equipment, tools and incidentals necessary to complete the work.

COLD MILLING, CLASS 1

Void Paragraph 9.a. of Subsection 510.04 in the 1997 English Edition of the Standard Specifications and replace it with the following:

Bituminous material produced from the cold milling operation shall become the property of the Contractor and removed from the project.

Existing asphaltic surfacing material is as listed below:

Reference Post 20.99 to Reference Post 30.09 is Type 11 asphaltic concrete.

Reference Post 31.75 to Reference Post 38.87 is Type 3 asphaltic concrete.

Reference Post 38.87 to Reference Post 46.03 is Type AX asphaltic concrete.

Paragraph 3. of Subsection 510.03 in the 1997 English Edition of the Standard Specifications is amended to include that the milling drum shall have a minimum of 60 cutting teeth per foot of width with a transverse spacing of approximately 0.2 inches.

ARMOR COAT AGGREGATE

Paragraphs 2.a. and 2.b. of Subsection 515.05 are void and superseded by the following:

The aggregate shall be paid at the contract unit price per cubic yard for the item "Armor Coat Aggregate". Aggregate not meeting the gradation requirements listed below will not be accepted and paid for.

Table 1033.06 of the Standard Specifications is void and superseded by the following:

Table 1033.06

Armor Coat Aggregate Gradation Limits	
Sieve Size	Percent Passing
3/8 inch (9.5 mm)	99 to 100
No. 4 (4.75 mm)	65 to 85
No. 10 (2.0 mm)	0 to 15
No. 50 (300 µm)	0 to 10
No. 200 (75 µm)	0 to 3

EMULSIFIED ASPHALT (CRS-2P) (S10-11-0403)

CRS-2P shall meet the specifications of AASHTO M-316 with the following changes:

Storage Stability	See Note 1
Cure Test	See Note 2
Penetration, 25°C (77°F), 100g, 5 sec	100-150
Ductility, 25°C (77°F), 5 cm/min	Min 40cm
Elastic Recovery	Min 55%
Polymer solids content	Delete
Storage Stability	See note "b" of AASHTO M 208
Sieve Test	See note "b" of AASHTO M 208
Evaporation residue	

Distillation will be used for residue percentage determination and all residue testing. The distillation will be taken to 500± 5°F, and held for 15 minutes and in accordance with AASHTO T 59.

Notes:

1. Storage Stability. In addition to requirements of AASHTO T-59, on examination of the test cylinder after the emulsion has been standing undisturbed for 24 hours the surface shall show no white milky colored substance but shall be a homogeneous brown color throughout.
2. The cure test is performed as follows: Pour approximately 1 gram of CRS-2P emulsion onto a metal surface (lid of a 3 oz. Ointment tin). Allow the test sample to cure at temperatures of at least 80°F. under a heat light for 4 hours. The outdoors sunlight may be used as a testing site. After the 4-hour curing period, the CRS-2P emulsion shall have no tackiness or tendency to stick to the fingers when pressed.

ASPHALT RUBBER CHIP SEAL

515.01 - Description

Asphalt Rubber Chip seal is the sprayed application of asphaltic material with a covering of aggregate at the locations shown in the plans or as directed by the Engineer.

515.02 - Material Requirements

1. Chip seal asphaltic material shall be AC-CRM and shall conform to the requirements listed elsewhere in the Special Provisions.
2. The Chip Seal aggregate shall be crushed quartzite. The crushed quartzite shall have a Los Angeles Abrasion Loss percentage of not more than 35. The crushed quartzite shall have a soundness loss of not more than 5 percent by mass at the end of 5 cycles using sodium sulfate solution.

Chip Seal Aggregate Gradation Requirements	
Sieve Size	Percent Passing
3/8 inch (9.5 mm)	99-100
No. 4 (4.75 mm)	0-15
No. 10 (2.0 mm)	0-1

515.03 – Construction Methods

1. The Contractor shall furnish and place the chip seal as indicated in the plans.
2. Asphaltic material shall be applied at the appropriate temperature.
3. The surface shall be prepared as prescribed in Section 501.
4. Chip seal application:
 - a. (1) The Contractor shall demonstrate the ability to distribute a uniform coat of asphaltic material before beginning work. A coat of the specified asphaltic material shall be applied to a test strip of tar paper or other suitable material. The strip shall be 10 feet long and as wide as the spray bar. If the Engineer determines the application to be unsatisfactory, the Contractor will be required to adjust the equipment and repeat the test procedure until satisfactory results are obtained. The Contractor shall properly dispose of the test strip after use.
 - (2) Asphaltic materials shall be applied with an approved pressure distributor meeting the requirements of Section 501 and capable of applying the ACCRM uniformly. In addition the spray bar shall be configured to apply a minimum of a double fan coverage on the roadway. The asphalt application rate will be from 0.28 to 0.34 gallons per square yard or as directed by the Engineer. The distributor shall be shut off before the tank is entirely empty.

- (3) Special care shall be taken to secure an overlap of adjoining longitudinal applications.
 - (4) Hand sprayers shall be used in applying asphaltic materials to small or irregular sections.
 - b. The cover aggregate shall be applied immediately after the application of the asphaltic material.
 - c. The application of asphaltic materials shall be allowed only when:
 - (1) The ambient temperature is above 60-F.
 - (2) The surface is dry. The Engineer may allow the application of asphalt to a damp surface if all standing water has been removed from the surface with squeegees and no further precipitation is expected.
 - d.
 - (1) The Contractor shall conduct the operations to minimize construction traffic on completed portions of the chip seal. Chip seal equipment will not be allowed to travel on uncovered asphaltic materials.
 - (2) Application widths shall coincide with existing traffic lane lines to the maximum extent possible. The chip seal shall be applied to one-half of the width of the surface at a time, confining traffic to the portion of the surface not being treated.
 - (3) When chip seal is required on both roadway and surfaced shoulders, chip seal materials shall be applied to the shoulders full width before chip seal materials are applied on any section of the adjacent traffic lane. Application widths shall coincide with lane and shoulder widths.
 - (4) Traffic will not be allowed on the completed chip seal until the aggregate is well embedded in the bituminous material.
 - e. The aggregates for the chip seal shall be distributed uniformly over the surface at the rate of 18 to 22 pounds per square yard or as directed by the Engineer. An aggregate spreader conforming to the requirements of Section 501 shall be used. For irregular areas, the Contractor may employ hand methods to provide uniform distribution.
 - f. The moisture content of mineral aggregate for chip seal, at the time of application, shall be satisfactory to the Engineer. If the aggregate is dry, water shall be applied to thoroughly and uniformly moisten the aggregate before application.
5. Chip seal rolling:
 - a.
 - (1) The Contractor shall perform all rolling with self-propelled, multiple-wheel, pneumatic-tired rollers.
 - (2) Rolling operations shall be arranged to ensure uniform rolling of all portions of the area to which chip seal materials have been applied.

- (3) Rolling operations shall provide uniform embedment of the aggregate.
 - (4) Rolling shall begin immediately after the chip seal materials have been distributed and before traffic is allowed upon the surface.
 - (5) Rolling shall be completed during daylight hours and under favorable weather and temperature conditions during the day on which the chip seal materials are applied.
- b. (1) The entire area shall be rolled immediately after the cover material is applied and an additional 2 full rolling coverages shall be made within 15 minutes after the cover material is applied.
- (2) As soon as the asphalt has set and no further aggregate can be embedded, but by the day following the application of the chip seal materials, all loose aggregate shall be gently swept from the roadway surface by the Contractor. Care shall be taken to avoid dislodging embedded aggregate.
- (3) Sweeping will be conducted between 8:00 a.m. and 7:00 p.m.

515.04 - Method of Measurement

1. The asphalt is measured in gallons. Refinery certified volume shall be used as a basis of measurement of the asphalt if the entire shipment is used.
2.
 - a. Aggregate for chip seal will be measured by the cubic yard at the point of delivery. The Contractor is required to strike off the materials to uniform height for volume determination.
 - b. The Contractor may request early sampling and testing at the point of delivery, in which case the aggregate shall be stored in lot size stockpiles.
 - c. The basic sampling frequency shall be 4 random samples for each "Lot" of 400 cubic yards.

515.05 - Basis of Payment

1.

Pay Item	Pay Unit
AC-CRM	Gallon (Gal)
Chip seal Aggregate	Cubic Yard (CY)
2. The aggregate shall be paid at the contract unit price per cubic yard for the item "Chip Seal Aggregate".
3. AC-CRM asphalt for chip seal shall be paid at the contract unit price per gallon for the item "AC-CRM". Material not meeting the requirements listed elsewhere in the special provisions will not be measured and paid for.
4. All test strips are subsidiary to the chip seal pay items.
5. Payment is full compensation for all work prescribed in this Section.

ASPHALT CEMENT – CRUMB RUBBER MODIFIED (AC-CRM)

1. AC-CRM is a terminal blended Crumb Rubber Modified Cement. The Crumb Rubber Modifier (CRM) for the Crumb Rubber Modified Cement shall consist of automobile or truck tires processed by ambient or cryogenic temperature grinding.
2. The CRM must be free from contaminants including fabric, metal, mineral and other non-rubber substances. It shall also be free flowing and non-foaming when added to the hot asphalt cement.
3. Prior to blending with the cement the crumb rubber shall meet the gradation requirements shown in Table 1.

Table 1

Crumb Rubber Modifier Gradations		
Sieve Size	% Passing	
	Minimum	Maximum
#16	100	
#30	90	100
#40	45	100

4. The Crumb Rubber Modified Cement shall be a smooth, stable, storable and homogenous material that is sprayable for this intended use and complies with the requirements listed in Table 2.

Table 2

Polymer Modified Viscosity Grade		ACCRM	
Property	Test Procedure	Min.	Max.
Polymer		Tire Rubber	
Polymer Content % (solid basis)		5.0	--
Viscosity			
140°F, poise	AASHTO T 202	1500	--
275°F, poise	AASHTO T 202	--	8.0
Penetration, 77°F, 100 g, 5 sec.	AASHTO T 49	75	125
Ductility, 5 cm/min, 39.2°F, cm	AASHTO T 51	--	--
Elastic Recovery, 50°F, %	AASHTO T 301	55	--
Softening Point, °F	AASHTO T 53	113	--
Polymer Separation, 48 hrs.		None	
Flash Point, C.O.C., °F	AASHTO T 48	425	--
Tests on Residue from Rolling Thin Film Oven Test: Retained Penetration Ratio, 77°F	AASHTO T 240 AASHTO T 49	0.60	1.00

5. One-quart sample is required for every tank car or truckload delivered on the project. The sample will be taken by NDOR field personnel and submitted to the Lincoln Laboratory for testing.

**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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