

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : November 13, 2003

CALL ORDER: N31 CONTRACT ID: 62611

CONTROL NO./SEQ. NO.: 61261 1/001 PROJECT NO.: MISC-80-3(1032)

TENTATIVE START DATE: 03/15/04 CONTRACT TIME: 30 WORKING DAYS

LOCATION: I-80, SUTHERLAND E.B. REST AREA

IN COUNTY: LINCOLN

BIDDER

GROUP 5L LANDSCAPING

SEE NOTICE TO BIDDERS SPECIAL PROVISION FOR COMBINED BID REQUIREMENT

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 _____.

THIS PROJECT (IS TIED)(IS NOT TIED) TO PROJECT NO. S-80-4(1010) AND PROJECT NO. S-80-4(1011)

STRIKE OUT WORDS IN PARENTHESIS THAT DO NOT APPLY.

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. MISC-80-3(1032)**

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 November 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.

NOTICE TO BIDDERS

To be eligible for the award of this contract, bidders shall submit a completed bidding proposal for both Call Order No. N31 [Project No. MISC-80-3(1032)] and Call Order No. N32 [Project No. MISC-80-3(1033)].

Award of Contract, if awarded, will be made on the combined bid for both contracts.

Separate contracts will be awarded for each Call Order Number.

Paragraph 1.a.(2) of Subsection 108.01 in the 1997 English Edition of the Standard Specifications is void and superseded by the following:

With the Engineer's consent, the Contractor may sublet up to 70 percent of the work for the combined contracts.

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.

REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST (S1-43-0603)

At bid submittal, all bidders must provide to the NDOR the identity of all firms who provided quotations on all projects, including both DBEs and non-DBEs. This information must be on a form provided by the NDOR Contracts Office.

If no quotations were received, the bidder must indicate this in the space provided.

Each bidder will be required to submit one list per letting to cover all projects bid.

**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.)

**LIABILITY INSURANCE
(S1-43-1103)**

Paragraph 2.a. of Subsection 107.13 in the Standard Specifications is void and superseded by the following:

- a. The General Liability coverage for bodily injury liability shall be not less than \$1,000,000 for injuries, including accidental death, in any one occurrence, and subject to an aggregate limit of not less than \$2,000,000.

Paragraph 2.b. of Subsection 107.13 is void and superseded by the following:

- b. The amount of property damage liability insurance shall be not less than \$1,000,000.

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.

FURNISHING AND PLANTING OF PLANT MATERIALS

Section 802 in the Standard Specifications and Supplemental Specifications is amended to provide that the Contractor will not be required to maintain the plantings during the establishment period. The Contractor shall complete all planting requirements specified up to the plantings entering the establishment period.

The site for this contract is an existing interstate rest area that has regular grounds maintenance personnel and has an automatic irrigation system.

A representative of the Roadside Development Unit will inspect all plant material for acceptability before installation. No establishment fertilizer will be required.

An inspection will be conducted around September 1, 2004 by a representative of the Roadside Development Unit to determine the number of plants in acceptable condition. Any unacceptable plants from this inspection and any plants lost during the winter will be replaced in the following spring planting season. These plantings will not require any additional fertilizer tablets.

Paragraph 11.b. of Subsection 802.02 is void.

Paragraph 8.d. of Subsection 802.03 is void.

Paragraph 9.d. of Subsection 802.03 is void and superseded by the following:

The plant material shall be kept in a moist condition as dictated by weather conditions, soil conditions, and as directed by the Engineer until the site is fully planted and accepted by the Engineer to enter the establishment period.

Paragraph 9.e. of Subsection 802.03 is void. .

Paragraph 14.a. of Subsection 802.03 is void and superseded by the following:

The Contractor shall furnish and apply pre-emergent chemicals to the areas indicated in the plans before mulching. The application rate shall be midrange of the manufacturer's suggested rate.

Paragraph 14.b. of Subsection 802.03 is void.

Paragraph 15.c. of Subsection 802.03 is void and superseded by the following:

The establishment period shall be until May 15 of the year following the year in which the plant material was planted.

Paragraph 15.d. of Subsection 802.03 is void.

Paragraph 15 e.(5) of Subsection 802.03 is void.

Paragraph 15.f. of Subsection 802.03 is void and superseded by the following:

All stakes and guys shall remain in place and become the property of N.D.O.R.

Table 802.02 is void and superseded by the following:

| Maximum Payment Percentage of Contract Unit Price (Spring Planting Only) | | |
|---|---|--|
| Percent Authorization | Time Payment is Authorized | Criterion for Payment |
| 80% of the contract price of each applicable item. | After planting is complete. | <ol style="list-style-type: none"> 1. Plant materials meet the Specifications, have been properly stored and transported to the work site and properly installed. 2. The representative of the Roadside Development Unit has inspected the project and determined the acceptability of each plant based on the normal growth habit for the species or variety, before it is installed. |
| An additional 20% of the contract price for all acceptable items. | Normally, June 1, or a minimum of 30 days after the last replanted plant is properly planted. | <ol style="list-style-type: none"> 1. The establishment period is completed. 2. All plant material deemed unacceptable is replaced and verified by the Engineer. 3. The representative of the Roadside Development Unit has inspected the project and determined that acceptability of each plant based on the normal growth habit for the species or variety. |

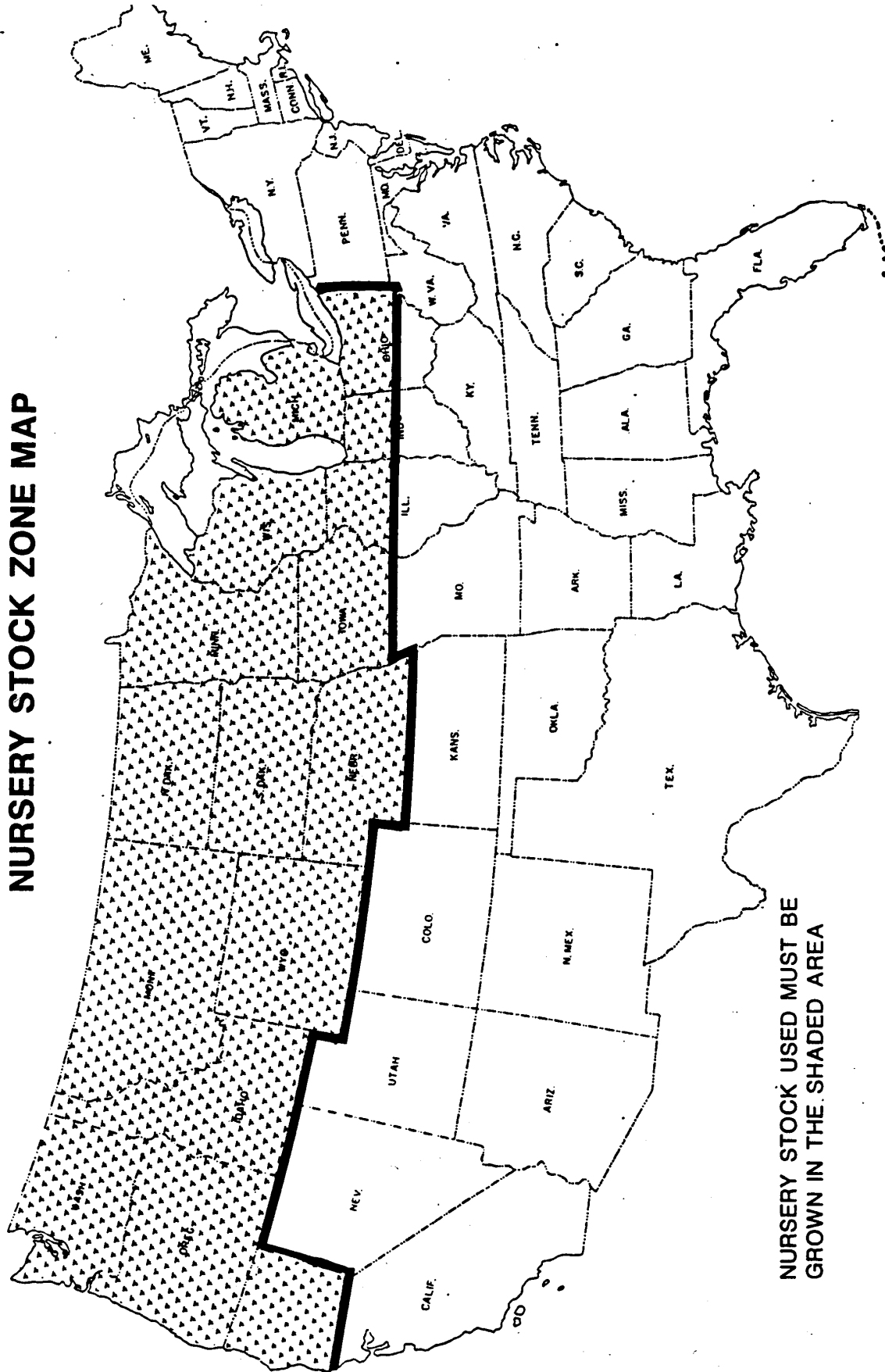
Paragraph 4. of Subsection 802.05 is void.

Paragraphs 5.a. and 5.b. of Subsection 802.05 are void.

Paragraph 6.c. of Subsection 802.05 is void and superseded by the following:

The Contractor's responsibility for the replacement plants shall extend until the Engineer accepts the project. If the plants are not replaced, the Project Manager will deduct the 80% original planting and will not make the 20% payment due at the end of the establishment period.

NURSERY STOCK ZONE MAP



NURSERY STOCK USED MUST BE GROWN IN THE SHADED AREA

**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.

* * * * *

N31INFNOV03

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