

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : July 27, 2006

CALL ORDER: 300 CONTRACT ID: 3853

CONTROL NO./SEQ. NO.: 31853 /000 PROJECT NO.: RD-77-3(1030)

TENTATIVE START DATE: 09/05/06 CONTRACT TIME: 25 WORKING DAYS

LOCATION: US-77, OAKLAND SOUTH
IN COUNTY: BURT

BIDDER

GROUP 8 SPECIALTY

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-77-3(1030)**

GENERAL CONDITIONS

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 July 27, 2006, until 1:30 P.M.

- a. 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.
- b. Bids submitted electronically over the internet, shall be submitted using www.bidx.com.

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.

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.

**SPECIAL PROSECUTION AND PROGRESS
(Migratory Birds)
(S1-42-0604)**

The Department of Roads will, to the extent practicable, schedule the letting of projects such that bridge demolition activities or clearing and grubbing can occur outside of the primary nesting season in Nebraska which has been determined to generally occur between April 1 and July 15.

The Contractor shall, to the extent possible, schedule bridge demolition and clearing and grubbing activities for highway projects to occur outside the primary nesting season in Nebraska. However, if circumstances dictate that project construction or demolition must be done when nesting migratory birds may be present, a survey of the number of active nests and species of birds shall be conducted by qualified personnel representing the Contractor, and assisted by the Project Manager (PM), NDOR Environmental Section staff, or the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) - Wildlife Services Office.

The following guidance is provided for compliance with the Migratory Bird Treaty Act for construction of NDOR projects:

1. The Contractor shall submit a plan to the NDOR regarding how he intends to accomplish bridge demolition or clearing and grubbing of the project to avoid conflict with nesting migratory birds.
2. The Contractor must submit a temporary erosion control plan tailored to fit the plan for clearing and grubbing.
3. If construction operations result in unavoidable conflict with nesting migratory bird's eggs or young, which will result in "taking" nests and their contents, the Contractor should notify the NDOR Project Manager (PM). The PM shall notify the Environmental Section of Planning and Project Development by telephone at 402-479-4410 or 4412.
4. The NDOR Environmental Section will then determine if assistance in conducting the survey will be provided by the NDOR Environmental Section (if available) or from the USDA APHIS - Wildlife Services Office and arrange for assistance with the survey of nest numbers, bird species, etc. Results of the survey shall be maintained by the NDOR until project completion. The Contractor will reimburse the Department of Roads for each survey required at \$1,000 per survey.

5. USDA and NDOR can assist the Contractor in completing Form 37 and Form 3-200 to apply for a depredation permit allowing removal and handling by the Contractor.
6. The Contractor shall submit the completed application materials to the following address: U.S. fish and Wildlife Service, Office of Migratory Bird Management (Permits), P.O. Box 245486, DFC (60154), Denver Colorado, 80225-0486. A \$25 fee must be submitted with the application. A copy of the permit application shall be submitted to the Nebraska Ecological Services Field Office of the U.S. Fish & Wildlife Service.
7. The U.S. Fish & Wildlife Service Office of Migratory Bird Management (Denver, CO) will process road construction depredation permit applications as soon as practicable, recognizing the concerns for public safety and economic impact of delays.
8. It is the Contractors' responsibility to schedule his work to accommodate the process of conducting a survey(s) and obtaining the necessary permit(s) if avoidance is not practicable. The Contractor shall be responsible for using any legal and practical method to prevent the nesting of birds in order to prevent the need for any survey and prevent the need for additional surveys. Should the construction be delayed through no fault of the Contractor, the Department may consider time extensions to cover the relevant time.

**REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST
(S1-43-1205)**

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.

GENERAL INFORMATION, DEFINITIONS, AND TERMS

Section 101 in the Standard Specifications and Supplemental Specifications is void and superseded by the following:

Section 101

101.01 ABBREVIATIONS AND DEFINITIONS USED IN CONTRACTS AND PROPOSAL FORMS. Whenever in the Nebraska Standard Specifications for Highway Construction or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.02 ABBREVIATIONS:

1. Whenever the following abbreviations and acronyms are used in the Standard Specifications or in the Plans, they are to be construed the same as the respective expressions represented:

AAN American Association of Nurserymen.

AASHTO American Association of State Highway and Transportation Officials.

ACI	American Concrete Institute.
AISC	American Institute of Steel Construction.
ANSI	American National Standards Institute.
ASTM	American Society for Testing and Materials.
AWG	American Wire Gage.
AWPA	American Wood Preservers Association.
AWS	American Welding Society.
CFR	Code of Federal Regulations.
DBE	Disadvantaged Business Enterprises.
EBS	Electronic Bidding System.
FHWA	Federal Highway Administration.
IMSA	International Municipal Signal Association.
ICEA	Insulated Cable Engineers Association.
ITE	Institute of Transportation Engineers.
MUTCD	Manual on Uniform Traffic Control Devices
NDOR	Nebraska Department of Roads.
NEC	National Electrical Code.
NEMA	National Electrical Manufacturers Association.
SAE	Society of Automotive Engineers.
SSPC	Steel Structures Painting Council.
UL	Underwriters Laboratories.
VEP	Value Engineering Proposal.

2. Common engineering and construction abbreviations for measurements and work items are:

Items of Work and Units of Measurement

A	Ampere
a	Acre
cd	Candela
cm	Centimeter
Conc.	Concrete
m ³	Cubic Meter
m ³ /s	Cubic Meters per Second
ea	Each
ft	Foot/Feet
ft ² or SF	Square Feet

ft ³ or CF	Cubic Feet
FC	Foot-Candle
ft-lb	Foot-Pound
gal, G or g	Gallon
gpm or GPM	Gallons Per Minute
gps	Gallons per Second
h	Hour
Hz	Hertz
in	Inch
J	Joule
kg	Kilogram
kip	1000 Pounds
km/h	Kilometers per hour
kN	Kilonewton
kPa	Kilopascal
lb	Pound
LF	Linear Foot
L	Liter
L/h	Liters per Hour
L/min.	Liters per Minute
L/s	Liters per Second
lm	Lumen
LS	Lump Sum
lx	Lux
MGal	1000 Gallon
Mg	Megagram
MHz	Megahertz
MPa	Megapascal
M	Meter
μm	Micrometer
mil	1/1000 Inch
Mi or M	Mile
MPH	Miles Per Hour
mm	Millimeter
N	Newton
Pa	Pascal

PVC	Polyvinyl Chloride
psi	Pounds Per Square Inch
s	Second
m ²	Square Meter
Sta	Station
StaM	Station (Metric)
St.	Steel
T	Ton
V	Volt
W	Watt
yd ³ /s	Cubic Yards Per Second
yd ² or SY	Square Yards

101.03 DEFINITIONS

101.0301 ACCESS CONNECTION: Any roadway facility by means of which vehicles can enter or leave an arterial highway. Included are intersections at grade, private driveways, and ramps or separate lanes connecting with cross streets or frontage roads.

101.0302 ADDENDUM: A written and/or graphic document, issued to all bidders and identified as an addendum prior to bid opening, which modifies or supplements the bid documents and becomes a part of the contract.

101.0303 ADVERTISEMENT: A public announcement inviting bids for work to be performed or materials to be supplied.

101.0304 ARTERIAL HIGHWAY: A highway primarily for through traffic, usually on a continuous route.

101.0305 AUXILIARY LANE: The portion of the roadway adjoining the traveled way for parking, speed change, or for other purposes supplementary to through traffic movement.

101.0306 AWARD: The decision of the Department to accept the bid of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

101.0307 BACKSLOPE: The surface of a cut that slopes downward toward the roadway.

101.0308 BALANCE FACTOR: A ratio used to equate the amount of excavation to the amount of fill. Excavation generally will exceed the amount of fill because, in handling, soil shrinkage occurs.

101.0309 BID: A bidder's offer on Department provided forms to perform stated work at the quoted prices. It includes all documents as set forth in paragraph 003.04.

101.0310 BIDDER: Any individual, firm, corporation, or joint venture of individuals, firms, or corporations submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

101.0311 BORROW SITE: The source of approved material required for the construction of embankments, or other portions of earthwork requirements, from locations shown in the Plans or approved by the Engineer.

101.0312 BRIDGE: A structure, including supports, erected over a depression or any obstruction, as a water course, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the centerline of a roadway of more than 20 feet (6.0 m) between undercopings of abutments or extreme ends of openings for multiple boxes.

101.0313 BRIDGE LENGTH: The overall length along the centerline of the bridge from end to end of the bridge floor.

101.0314 CALENDAR DAY: Every day shown on the calendar, including Sundays and holidays, beginning and ending at midnight.

101.0315 CHANGE ORDER: A written order issued by the Engineer to the Contractor, covering changes within the scope of the contract.

101.0316 CHANNEL: A natural or artificial waterway.

101.0317 COMMISSION: The Nebraska State Highway Commission.

101.0318 CONTRACT:

1. The written agreement executed between the Department and/or any other political subdivision and the successful bidder, covering the performance of the work and the furnishing of labor and material, by which the bidder is bound to construct, reconstruct, improve, maintain and/or repair roads, bridges, buildings, and their appurtenances and furnish the labor and materials, and by which the Department is obligated to compensate him/her therefore at the mutually established and accepted rate or price.
2. The Contract includes the "Notice to Contractors", proposal form, bid, contract form and contract bond, Standard Specifications, supplemental specifications, special provisions, general and detailed plans, notice to proceed, and any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.0319 CONTRACT BOND: The security executed by the bidder and the bidder's surety or sureties furnished to the Department or political subdivision to guarantee complete performance of the contract.

101.0320 CONTRACT ITEM: An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials described in the text of the Standard Specification item included in the contract or described in any subdivision of the text of the Supplemental Specification or Special Provision of the Contract.

101.0321 CONTRACTOR: The prequalified individual or legal entity contracting with the Department and/or any other political subdivision for the construction, reconstruction, improvement, maintenance, and/or repair of roads, bridges, and their appurtenances.

101.0322 CONTRACT PERIOD: The period from the specified date of commencing work to the date that the specified number of working days or calendar days, as the case may be, has elapsed, both dates inclusive, or from the specified date of commencing work to the specified date for completion, both dates inclusive, as specified in the contract.

101.0323 CONTRACT TIME OR COMPLETION DATE: The number of working or calendar days specified in the proposal form as the time allowed for the completion of the work contemplated in the Contract, including authorized time extensions. When a calendar date of completion is shown in the proposal form, in lieu of a number of working or calendar days, the work contemplated shall be completed by that date.

101.0324 CONTROL OF ACCESS: The condition where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is fully or partially controlled by public authority.

1. FULL CONTROL OF ACCESS: The authority to control access is exercised to give preference to through traffic by providing access connections with selected roads only and by prohibiting crossings at grade or direct private driveway connections.
2. PARTIAL CONTROL OF ACCESS: The authority to control access is exercised to give preference to through traffic to a degree that, in addition to the access connections with selected public roads, there may be some crossings at grade and some private driveway connections.

101.0325 COUNTY: The County in which the work is to be done, represented by its Board of Commissioners or Supervisors. Reference to any County officer shall be taken to mean such officer of the County as now defined.

101.0326 CULVERT: Any structure not classified as a bridge which provides an opening under any roadway.

101.0327 CURRENT CONTROLLING OPERATION: The operation that must be performed on the current day to prevent delay in the final completion of the work.

101.0328 DEPARTMENT: The Nebraska Department of Roads.

101.0329 DETOUR: A temporary official route using existing roads to divert traffic around a roadway project. Detours are maintained and marked by the State or other proper authority.

101.0330 DIVIDED HIGHWAY: A highway with separated roadways for traffic in opposite directions.

101.0331 EARTHWORK MEASURED-IN-EMBANKMENT: The calculated volume of the embankment shown in the Plans where balance factors do not apply.

101.0332 EASEMENT (RIGHT-OF-WAY): A right acquired by public authority to use or control property for a designated highway purpose.

101.0333 EMBANKMENT: A raised soil structure.

101.0334 EMPLOYEE: A person working on a Department project for the Contractor.

101.0335 ENGINEER: The Director, acting directly or through a representative duly authorized by the Director, such representative acting within the scope of the particular duties assigned to him/her or of the authority given to him/her.

101.0336 EQUIPMENT: All machinery and supplies necessary for the construction, performance, and completion of the Contract.

101.0337 EXPRESSWAY: A divided arterial highway for through traffic with full or partial control of access and which may have grade separations at intersections.

101.0338 EXTRA WORK: An item of work and/or provisions for materials not included in the original contract.

101.0339 FEDERAL AGENCIES AND OFFICERS: Agencies, officers, and their successors of the United States Government.

101.0340 FINAL ACCEPTANCE: Final acceptance is the date a final payment document is drawn by the Department.

101.0341 FINAL TENTATIVE ACCEPTANCE: Final tentative acceptance is the date of the "Final Tentative Acceptance" letter to the contractor accepting all of the work. The Engineer's "Final Tentative Acceptance" letter relieves the contractor of responsibility for the care and maintenance of the completed work; of public liability; and for damages due to the actions of the elements or the action of traffic.

101.0342 FORESLOPE: The surface sloping downward and away from shoulder line.

101.0343 FREEWAY: An expressway with full control of access.

101.0344 FRONTAGE STREET OR FRONTAGE ROAD: A local street or road adjacent to a highway for service to abutting property.

101.0345 GRADE SEPARATION: A crossing of two highways at different elevations.

101.0346 HIGHWAY: A road or street, including the entire area within the right-of-way, which has been designated a part of the State Highway System.

101.0347 HOLIDAYS: Nebraska legal holidays occur on January 1, the third Monday in January and February, the last Friday in April, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday and the following Friday in November, and December 25. If the date falls on Sunday, the following Monday shall be the holiday. If the date falls on Saturday, the preceding Friday shall be the holiday. All dates are subject to possible revision by State Statute or by proclamation of the Governor.

101.0348 INSPECTOR: The Engineer's authorized representative assigned to make detailed inspections of the work performed and materials furnished by the Contractor.

101.0349 LABORATORY: The testing laboratory of the Department or any other testing laboratory which may be designated by the Engineer.

101.0350 LETTING: The public opening and reading of bids received from prequalified bidders for work advertised by the Department.

101.0351 MATERIALS: Any substance specified for use in the construction of the project. All materials shall be new unless otherwise stated in the Plans or Special Provisions.

101.0352 MEDIAN: The portion of a divided highway separating the traveled ways.

101.0353 MEDIAN LANE: A speed-change lane within the median to accommodate left-turning vehicles.

101.0354 MITIGATION SITE: Those areas that will replace waterways, including wetlands, impacted in highway construction. The mitigation site must be constructed to insure that it meets the criteria of a wetland.

101.0355 NOTICE TO CONTRACTORS: The advertisement of the provisions, requirements, and instructions pertaining to the work on which bids are to be received, manner and time of submitting bids as prepared for the information of bidders.

101.0356 NOTICE TO PROCEED: A written notice to the Contractor establishing the date the Contractor shall begin the contracted work.

101.0357 PAVEMENT STRUCTURE: The combination of sub-base, base course, foundation course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

101.0358 PLANS: The official Plans, profiles, typical cross sections, general cross sections, summary of soil and materials survey information, aerial photo maps, earthwork computations, design data, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to the Standard Specifications.

101.0359 POINT OF DELIVERY: A place, determined by the contract or the Engineer, where materials will be received or placed.

101.0360 PROFILE GRADE: The trace of a vertical plane intersecting the top of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of the trace depending on the context.

101.0361 PROJECT: The construction to be performed under the contract.

101.0362 PROPOSAL FORM: Includes the description of the location of the work, time and place where bids will be accepted, the general conditions and special provisions. It also includes, by reference, the plans and specifications.

101.0363 PROPOSAL GUARANTY BID BOND (BID BOND): A bond provided by the bidder and obtained from a Surety Company authorized to contract in Nebraska, which secures the bidder's bid until the Contract Bond becomes effective.

101.0364 QUALITY ASSURANCE: All those planned and systematic actions the Department takes to determine that a product or service will satisfy specified quality requirements.

101.0365 QUALITY CONTROL: All Contractor/supplier operational techniques and activities that are performed or conducted to fulfill the Contract requirements.

101.0366 RAMP: A connecting roadway between two intersecting highways at an interchange.

101.0367 RIGHT-OF-WAY: Real property used for transportation purposes.

101.0368 ROAD: A public way for the purposes of vehicular travel, including the entire area within the right-of-way. A road designated as part of the State Highway System may be called a highway, while a road in an urban area may be called a street.

101.0369 ROADBED: That portion of a roadway upon which the base course, surface course, shoulders and medians are constructed. Divided highways are considered to have two roadbeds.

101.0370 ROADSIDE: The area within the right-of-way, excluding the traveled way, auxiliary lanes, and the shoulders.

101.0371 ROADSIDE DEVELOPMENT: Improvements placed or constructed for the preservation or enhancement of landscape features, rehabilitation and prevention of erosion, and increasing the effectiveness and enhancing the appearance of the highway.

101.0372 ROADWAY: The portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways.

101.0373 ROADWAY WIDTH: The clear width measured at right angles to the centerline and measured between the bottom inside face of the curbs, rails, or shoulder breaks.

101.0374 SCHEDULE OF ITEMS: A list of the contract items for which the bidder is to provide a price to complete the work described by that item.

101.0375 SETBACK LINE: A line outside of the right-of-way, established by public authority, on the highway side of which the erection of buildings or other permanent improvements is controlled.

101.0376 SHOOLLY: A Contractor built, marked, and maintained route around a specific construction site. When an entrance and/or exit ramp must be built to provide access to a "DETOUR," the ramps will be considered to be shooflies. Maintenance excludes snow removal.

101.0377 SHOULDERS: The portion of the roadway contiguous with the traveled way for accommodation of vehicles stopped for emergencies and for lateral support of the pavement structure.

101.0378 SOIL: Those materials listed in Bureau of Reclamation and Corps of Engineers Unified Soil Classification System.

101.0379 SPECIAL PROVISIONS: Additions and revisions to the Nebraska Standard Specifications for Highway Construction and Supplemental Specifications To The Standard Specifications for Highway Construction.

101.0380 SPECIFICATIONS: The general term comprising all the directions, provisions, and requirements contained in the Nebraska Standard Specifications for Highway Construction, together with such as may be added or adopted as Supplemental Specifications To The Standard Specifications for Highway Construction or Special Provisions, all of which are necessary for the proper performance of the Contract.

101.0381 SPEED-CHANGE LANE: An auxiliary lane, including tapered areas, primarily for the acceleration or deceleration of vehicles entering or leaving the through traffic lanes.

101.0382 STATE: The State of Nebraska acting through its authorized representatives.

101.0383 STATION: The point on the ground which is part of the line defining the profile of the survey. Distance between full stations is 100 feet (100 m). The beginning point of a survey is station 0, unless otherwise designated.

101.0384 STREET: A public way for the purpose of vehicular travel in a city or village and shall include the entire area within the right-of-way.

101.0385 SUBCONTRACTOR: Any individual, firm, or corporation to whom the Contractor or Subcontractor, with the written consent of the Department, sublets any part of the contract.

101.0386 SUBGRADE: The upper portion of the roadbed, upon which the pavement structure and shoulders are constructed. Usually the subgrade depth is 6-inches (150 mm).

101.0387 SUBSIDIARY: Work and material requirements that are not measured for payment and for which no direct payment is made. The bidder must include the cost of performing these requirements in another item that is identified in the Plans or Specifications.

101.0388 SUBSTRUCTURE:

1. The part of the structure below:
 - a. The simple and continuous span bearings.
 - b. The bottom of the girder or bottom slab soffit.
 - c. 001.91C Construction joints at the top of vertical abutment members or rigid frame piers.
2. Substructures include endwalls, wingwalls, barriers, railings attached to the wingwalls, and cantilever barriers and railings.)

101.0389 SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

101.0390 SUPERSTRUCTURE: The entire structure above the substructure.

101.0391 SUPPLEMENTAL AGREEMENTS: Written agreements executed by the Contractor and the Department or other contracting agency, subsequent to having entered into the contract, covering alterations in the Plans or unforeseen items of construction.

101.0392 SUPPLEMENTAL SPECIFICATIONS: Specifications adopted subsequent to the current edition of the Nebraska Standard Specifications for Highway Construction. Supplemental Specifications shall prevail over those published in the Nebraska Standard Specifications for Highway Construction whenever in conflict therewith.

101.0393 SURETY: The corporate body registered and/or licensed to do business in Nebraska bound with and for the bidder for the acceptable performance of the contract, the completion of the work, and for the payment of all just claims arising therefrom.

101.0394 TRAFFIC LANE: The portion of a traveled way for the movement of a single line of vehicles.

101.0395 TRAVELED WAY: The portion of the roadway for the movement of vehicles, exclusive of shoulders.

101.0396 UNBALANCED BID, MATERIALLY: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Department. May cause a bid to be disqualified.

101.0397 UNBALANCED BID, MATHEMATICALLY: A bid containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

101.0398 VALUE ENGINEERING PROPOSAL: A proposal developed by the Contractor for modifying the Plans, Specifications, or other requirements of the Contract for the purpose of reducing the total cost of the construction without reducing the design capacity or quality of the finished product.

101.0399 WEIGHT:

1. A Weight is a measure of force in the English (Metric) system and the units are pounds (Newtons). Mass is measured in slugs or pounds (grams). Most scales used in the highway construction industry measure an object's gravitational force at the scale location. However, the unit of measurement on most scales is grams and these readings are generally not corrected for the existing gravitational force to allow conversion of the measured force to the object's true mass.
2. Certified scale measurements are considered by the Department to be acceptable measures of an object's mass.

101.0400 WETLANDS: Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. (Wetlands generally include swamps, marshes, bogs, and similar areas.)

101.0401 WORK: Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all duties and obligations imposed by the Contract.

101.0402 WORKING DAY

1. A working day is any calendar day, Monday through Friday, when the Contractor is not prevented by weather, soil conditions, or other conditions beyond his/her control from working on the current controlling operation for more than 50 percent of the hours in his/her normal schedule with more than 80 percent of his/her normal working force.
2. If any work requiring engineering or inspection by the Department is performed on a Sunday, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, or Christmas Day, then that day will be considered a working day.
3. Except as noted in paragraph 2. above, Saturdays, Sundays, and Nebraska holidays will not be counted as working days.

101.0403 WORKING DRAWINGS: Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which the Contractor must submit to the Engineer.

101.0404 WORK ORDER: A written order directing the performance of work or furnishing of materials not included in the original contract.

Section 102

Section 102 in the Standard Specifications and Supplemental Specifications is void and superseded by the following:

REQUIREMENTS FOR BIDDERS ON CONTRACTS AWARDED BY THE DEPARTMENT

102.01 PREQUALIFICATION OF BIDDERS

1. All persons, (any individual, co-partnership, association, corporation or joint stock company) proposing to bid on a contract for the construction, reconstruction, improvement, maintenance, or repair of roads, bridges and their appurtenances to be let by the Department shall submit a statement showing his/her experience, equipment, and financial condition; except that such statement shall not be required for contracts for repair and maintenance where the estimate of the Engineer for such repair and maintenance is less than twenty-five hundred dollars, or of an emergency nature. Such statement shall be under oath and on a form to be provided by the Department and shall be submitted not later than ten days before the letting of the Contract or Contracts. The statement shall develop fully the financial ability, adequacy of plant and equipment, organization, prior experience, and such other pertinent and material facts as may be desirable. The Department may require additional information at any time. The statements of bidder's experience, equipment, and financial condition will not be retained in the active file of qualified bidders after the financial condition shown is of a date fifteen months prior. Any person whose qualification will expire on or before the date of a letting must submit a new statement and request to be qualified at least ten days before the letting at which he/she desires to bid. Any person who desires a change in his/her qualification must submit a new statement or a request in writing at least ten days before the letting at which the change would be effective. Upon the compliance with all laws and rules and regulations relating thereto, such person will be qualified for the amount and class of work to which he/she is entitled. All information furnished the Department shall be confidential.
2. The financial showing required in such statement shall be certified by a public accountant holding a currently valid permit from the Nebraska Board of Public Accountancy or by any certified public accountant holding a currently valid permit.
3. The use of a "Letter of Credit" as an alternate means of showing financial condition will be permitted when the net amount of the "Letter of Credit" does not exceed five hundred thousand dollars. The "Letter of Credit" must be from a licensed or chartered financial institution. The "Letter of Credit" shall be certified by a public accountant holding a currently valid permit from the Nebraska Board of Public Accountancy or by any certified public accountant holding a currently valid permit.

102.02 QUALIFICATION

1. Each person will be qualified upon such statement for an amount of work which he/she can perform properly as evidenced by his/her financial statement and supplementing documents, and his/her competency and responsibility as evidenced by the amount, condition, and availability of equipment, experience of personnel, and previous record with this and other awarding authorities.
2. Each person will be notified of the "maximum qualification" established in his/her case by the Department. The "maximum qualification" established may be increased or decreased at any time if, as determined by the Department, the performance record of the bidder warrants such action.
3. A new statement may be requested at any time if, in the opinion of the Department, significant changes in the responsibility or financial ability of the person have occurred.
4. The Department may determine that a bidder is qualified to bid on any one or combination of the following groups of work:

<u>Group Number</u>	<u>Work Class</u>
1	Grading
2	Aggregates
3	Concrete Pavement
4	Culverts
5	Landscaping
6	Bridges
7	Guard Rail
7b	Fence
8	Specialty
8a	Building Construction
8b	Electrical
8c	Signing
8d	Painting
8e	Demolition
9	Bituminous
10	General (All Classes)

5. Any bidder who desires a change in the class or classes of work for which he/she is qualified to bid must submit a request in writing for such change at least ten days before the letting at which he/she desires to bid with the new classification.

102.03 DRUG-FREE WORKPLACE The State of Nebraska requires all bidders on all construction, maintenance, or improvement contracts let by the Department to file a written Drug-Free Workplace Policy with the Department. By signing the bid signature page the bidder certifies that the company is operating under a written Drug-Free Workplace Policy on file with the Department.

102.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

1. The Department will provide detailed Plans and Specifications. The bidder, before submitting a bid, shall carefully examine:
 - a. The site of the proposed work.
 - b. The proposal form.
 - c. The Plan
 - d. The Specifications.
 - e. The Supplemental Specifications.
 - f. The Special Provisions.
 - g. Other required forms.
 - h. The permit conditions.
 - i. The addendums.
2. The submission of a bid is considered conclusive evidence that the bidder made the examinations required in Paragraph 1. of Subsection 102.04 above and that the bidder is satisfied with and understands the conditions to be encountered in performing the work and other requirements in the Contract.

102.05 FEDERALLY FUNDED CONTRACTS - EQUAL EMPLOYMENT OPPORTUNITY

1. Each Contractor and Subcontractor submitting a bid must certify that he/she has or has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Federal Executive Order 11246, and that he/she has or has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements.
2. The certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1)), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or less are exempt.)

3. Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Standard Form 100 (EEO-1) must be filed by:
 - a. Employers covered by Title VII of the Civil Rights Act of 1964 and employers covered by Federal Executive Order 11246 who have 100 or more employees in the payroll period for which they are reporting, normally any payroll period in December, January, or February preceding the filing of the report.
 - b. If Standard Form 100 (EEO-1) was not filed because the bidder has less than the 100 employees requirement, it is proper for the bidder to state that he/she has submitted all required compliance reports due.
4. Bidders who have participated in a previous contract or subcontract subject to the Federal Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such bidder submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

102.06 CURRENT QUALIFICATION

Each bidder desiring to bid on work for which prequalification of bidders is required shall submit a request for proposal forms and with such request shall submit, on forms provided by the Department, a complete report of all work then under contract, including subcontracts, and the amount of work not completed on all such contracts. A current qualification based on this statement and the bidder's "maximum qualification" will be established by the Department taking into account the rate of progress which is being made in performing the uncompleted work, the requirements for the performance of the work for which the bidder desires to bid, and any other pertinent information that is available to the Department. This current qualification determines the amount of work for which any person is qualified at the particular letting and for which he/she may be awarded a contract or contracts, except that the Department may use a tolerance of not more than twenty-five percent of a bidder's current qualification and award the contract or contracts in a total amount which does not exceed by more than twenty-five percent the current qualification established by the Department.

102.07 AFFIRMATIVE ACTION

The Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 CFR, Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the Contract entered into will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, or national origin.

102.08 BID REQUIREMENTS

1. A proposal form for work for which prequalification of bidders is required will be issued only to those qualified to bid. A bidder will not be considered as qualified for any particular letting if the bidder's qualification will expire on or before the date of the letting.
2. Bidders submitting two or more bids in a total amount exceeding their current qualification by more than 25 percent shall submit the same, subject to the limitations of their current qualification, plus a tolerance of 25 percent. Nothing in these Rules and Regulations shall prevent the Department from rejecting any bid where, in the opinion of the Department, other circumstances and developments have changed the qualification or responsibility of the bidder.

3. If the qualification of the low bidder expires before the award of a contract, such contract will not be awarded until the qualification of the low bidder has been renewed.
4. A proposal form for work for which prequalification of bidders is required will be labeled with the name of the bidder to whom they are issued and shall not be transferable. Any bid submitted by a bidder other than the person or company to whom the proposal form was issued shall be void.
5. A proposal form will not be issued to any bidder later than 5:00 p.m. of the day preceding the letting.
6. A proposal form for any contract for which prequalification of bidders is required may be issued, at the discretion of the Department, to two or more qualified bidders jointly if the classes of work for which the prospective bidders are qualified to perform satisfy, in the aggregate, the qualification requirements for the particular contract. Two or more qualified bidders may not bid jointly to perform any contract for which prequalification of bidders is required unless a proposal form is issued by the Department to those bidders jointly for that purpose.

102.09 INTERPRETATION OF QUANTITIES IN THE SCHEDULE OF ITEMS

The quantities listed in the schedule of items are considered to be approximations, unless otherwise provided, and are to be used for the comparison of bids. Payments to the Contractor will be made for the actual quantities or Plan quantities, if specified, of work performed or materials furnished in accordance with the contract. It is understood that the quantities of work to be done and materials to be furnished may each be increased, diminished, or omitted as hereinafter provided without in any way invalidating the unit bid prices, except as provided in Subsection 104.02 of the current edition of the Nebraska, Standard Specifications for Highway Construction or Supplemental and Special Provisions.

102.10 PREPARATION OF BIDS

1. The bidder shall use the Department authorized Electronic Bidding System Software when submitting a bid.
2. The bid shall be submitted in the envelopes provided by the Department, or submitted by using a Department authorized online bidding exchange, or as directed by the Department.
3. The Department may reject a bid if an error or warning message appears in the electronic bidding submission received by the Department.
4. In the event there is a discrepancy between the information submitted on the diskette or any electronic submission and the paper copy of the schedule of items submitted with the bid, the figures on the paper copy of the schedule of items will prevail.
5. The bidder shall pay applicable fees charged by the company providing the electronic bidding software or user fees for Internet services to submit a bid.
6. The blank spaces in the schedule of items must be filled in correctly, in ink, typed, or electronically for each item and document necessary to submit a complete bid.
7. The bid shall be clearly legible or it shall be rejected.

8. Signatures.
 - a. Written signatures must be in ink on the line provided in the form. Printed names below the line provided or located in other areas of the form will not be considered. All corrections and other entries not made by the EBS software must be in ink or typed.
 - b. Bids submitted over the internet must be signed using electronic signatures as provided by the Department-authorized internet service provider.
 - c. Failure of the bidder to properly sign the bid shall make the bid incomplete, and the bid will be rejected.
9. The Schedule of Items must be properly completed. The following rules will apply:
 - a. The schedule of items must state the unit price for each item of work contemplated.
 - b. If the unit price is left blank and the quantity of the item is one and an amount is shown in the "Bid Amount" column, then the amount in the "Bid Amount" column will be considered the unit price.
 - c. If the bidder enters an amount in the "Unit Price" column when "Lump" is shown in that column, the "Unit Price" shall govern in the extension of that item.
 - d. The bidder shall also show the product of the respective unit prices and quantities in the column provided for that purpose and the total amount for each group and combination of groups, as indicated in the schedule of items, necessary for a complete bid for the work on which the bidder wishes to bid.
 - e. If the unit price is indicated with a line, the unit price will be considered free no matter what amount is shown in the "Bid Amount" column.
 - f. If the unit price is left blank and the quantity of the item is greater than one, the bid is incomplete and the bid is rejected.
 - g. If the "Unit Price" and "Bid Amount" columns are left blank, the bid will be considered incomplete and rejected except when alternate or single groups are bid and a bid is not being submitted for those items which were left blank.
 - h. When the schedule of items is divided into groups, a price shall be submitted on each item of work within the group on which the bidder wishes to bid.
 - i. On alternate groups when the bidder does not intend to submit a bid for a group, the bid for that group must be left blank.

102.11 CONTENTS OF BID.

1. The bidder shall include the following in each bid submitted to the Department. Failure to submit any of the following shall cause the bid to be rejected.
 - a. A Schedule of Items.
 - b. Required DBE Participation form (if applicable).
 - c. Certification of Previous EEO Performance (if applicable).
 - d. Equipment Assessment Certification (if applicable).

- e. Hiring Practice Certification.
- f. Drug-Free Workplace Policy Certification.
- g. Noncollusion Declaration.
- h. Compliance Certification for Standard Specifications for Highway Construction Sections 102 and 103.
- i. Bid Bond or approved confirmation of a Bid Bond (See Subsection 102.15).
- j. Other forms, as required by the Department.
- k. An envelope with separate pockets for the bid and bid bond respectively when required by the Department.
- l. Bid Signature Page. Written bid signature pages must be signed and notarized. Electronic signatures must have authorized digital signatures. Each bidder, in signing the bid signature page by or on behalf of the person, firm, association, or corporation submitting the bid, certifies that:
 - (1) Such person, firm, association, or corporation has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid.
 - (2) All equipment has been assessed for the current year.
 - (3) The company is operating under a Drug-Free Workplace Policy, a copy of which is on file with the Department.
 - (4) A contract bond for the contract amount will be furnished.
 - (5) Reports have been filed regarding Equal Opportunity participation (Federally funded projects only).
 - (6) Disadvantaged Business Enterprises (DBE) goals on designated Federally funded projects will be achieved or "good faith" documentation provided.
- m. Failure to submit a bid signature page as part of the bid will make the bid nonresponsive. False statements in any of the certifications will constitute perjury.

102.12 BID SUBMISSION.

1. Bids must comply with all plans, special provisions, addendums, the Specifications (as defined in Subsection 101.0380), Supplemental Specifications To The Standard Specifications for Highway Construction, and the Nebraska Rules and Regulations regarding bid preparation and bid submittal.
2. Bids shall be received until the date and hour set forth for the opening and must be, by that time, delivered to the place indicated in the "Notice to Contractors." At the Department's discretion there are two options to submit bids. The bidder can deliver to the Contracts Office a bid (as defined in Subsection 102.11) in the Department provided envelopes or authorized bidders can submit the bid electronically over the Internet.
 - a. OPTION 1 - The bid and Bid Bond shall be placed in separate sealed envelopes, attached to each other, and furnished by the Department. If an "Annual Bid Bond" is applicable the bidder shall indicate this in writing on the Bid Bond envelope. The envelope containing the bid shall be marked by the bidder to indicate its contents.
 - b. OPTION 2 - Bidders may submit bids electronically over the Internet using a Department authorized on-line bidding service.
3. The Department retains the discretion to accept as responsive a non-electronic bid.

102.13 TIES AND LIMITATIONS

1. A bid shall not be tied to any other bid except as may be indicated in the proposal form. If the bidder desires to tie his/her bid to his/her bid on any or all of the other bids which may be indicated in the proposal form, such tie shall be clearly indicated in the space provided. The bidder shall not indicate a tie by means other than those shown.
2. If the bidder does not designate a preference in the space provided, it will be assumed that he/she does not desire to tie his/her bid to any of the bids listed therein; and the bid will be considered on that basis. The bidder shall not insert a tie in any other place in his/her bid except in the space provided in the bid.
3. The Engineer reserves the right to make awards that will be in the best interest of the State, and any comment in a bid limiting or qualifying this reserved right shall constitute an irregular bid. However, the bidder may specify one or more of the following:
 - a. The maximum monetary value of awards that will be accepted.
 - b. The total number of contracts that will be accepted.
 - c. The number of contracts of any particular class or classes of work that will be accepted.
4. Such limitations must be indicated in the space provided in the bid. Any limitation in the number of contracts of any particular class or classes of work that the bidder will accept will be considered as applying only to the class or classes of work mentioned.
5. The bidder shall not make a conditional deduction or reduction in any unit price in any bid.

102.14 IRREGULAR BIDS

1. Any tie, statement, qualification, or limitation made by the bidder in violation of, or not permitted by, Subsection 102.13 will cause the bid to be considered void.
2. Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, alternate bids, incomplete bids, erasures, or irregularities of any kind. Each bidder shall make an honest attempt to show correct extensions and totals in his/her bid. If, in the opinion of the Engineer, such an attempt is not made, such bids may be rejected.
3. In the event of a discrepancy between unit bid prices, extensions, and/or totals, the unit price shall govern.

102.15 PROPOSAL GUARANTY BID BOND (BID BOND)

1. Each bid shall be bonded with a bid bond made payable to the Department in an amount equal to at least five (5) percent of the amount bid. Bid bonds must be executed by corporations authorized to contract as a surety in the State of Nebraska. Any alterations, conditions, or limitations added to the Department's bid bond form will be unacceptable and cause the bid not to be opened and read. All bid bonds must be current as of the time of the letting and must contain a provision preventing termination of such bond no later than 5 days prior to the letting. There are two options to submit the proposal guaranty bid bond. In the event the low bidder fails to comply with any requirement regarding the execution of the contract, the Department shall immediately be entitled to recover the full amount of the bid bond as liquidated damages.
 - a. OPTION 1 - (Project Specific Paper Bid Bond). The bid bond shall be executed on the Department bid bond form, copies of which may be obtained from the Department. The bid bond shall be delivered to the Department with the bid.
 - b. OPTION 2 - (Annual Bid Bond). The Department at its discretion may allow a bidder to place an "Annual Bid Bond" on file with the Department. This bond would cover all projects the bidder bids for a 12-month period shown in the bond. The bidder must indicate in the bid submittal to the Department that their "annual bid bond" applies to the submitted bid. The annual bid bond shall be executed on the Department of Roads Bid Bond Form, copies of which may be obtained from the Department.

102.16 WITHDRAWAL OF BIDS

1. A bidder may withdraw an unopened bid at any time prior to the bid opening time specified in the "Notice to Contractors."
2. To withdraw a bid, the bidder shall provide written notice (letter, telegram, or FAX) to the Department's Contracting Office prior to the time established for the bid opening. The notice shall be signed by a person authorized to bid.
3. An agent authorized by the bidder in writing (letter, telegram or FAX) may resubmit withdrawn bids.
4. The Department will not accept bids after the bid opening time specified in the "Notice to Contractors."

102.17 PUBLIC OPENING OF BIDS

1. Except when specifically authorized in writing by the Department and except as authorized in Subsection 102.16, bids will be opened and read publicly at the time and place indicated in the "Notice to Contractors." Bids and bid bonds not filed with the Department as authorized in Subsections 102.12 and 102.15 will not be opened and read. Errors by the bidder in filing his/her bid will not be cause for waiving any of the above requirements and will not be the responsibility of the Department.
2. The "Total Bid" for each bid will be read publicly. The group totals and unit prices for individual bids may be read at the sole discretion of the Department.

102.18 DISQUALIFICATION OF BIDDERS AND DEBARMENT POLICY AND PROCEDURES

1. DISQUALIFICATION

Any one or more of the following causes shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

- a. More than one bid on any one project from an individual, a firm or partnership, a corporation, or an association under the same or different names. Reasonable grounds for believing that any bidder has interest in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested.
- b. EVIDENCE OF COLLUSION AMONG BIDDERS. Any or all bids will be rejected if there is reason for believing that collusion exists among the bidders or if the bidder has been found unacceptable to bid due to collusion prior to award of the contract. Following conclusive evidence of collusion among bidders, participating bidders in such collusion will receive no recognition as bidders for any future work of the Department until such participants are reinstated as qualified bidders.
- c. Bids in which the prices are obviously unbalanced.
- d. BIDS WHICH ARE MATERIALLY UNBALANCED. A bid is unbalanced if lump sum prices or unit bid prices do not reflect reasonable actual costs and there is a reasonable doubt that the lowest ultimate cost under the contract will be achieved.
- e. Bids which are accompanied by bid bonds on forms that are not authorized by the Department or by bid bond forms which are incorrectly completed or are incomplete.
- f. Bids in which the bid signature page is incorrectly completed or is incomplete.

2. DEBARMENT

- a. The Director may, in his/her sole discretion, debar an individual, a bidder, or its affiliates from bidding, subcontracting, or supplying materials on Department contracts for any illegal activity involving bidding evidenced by any of the following:
 - (1) An indictment or conviction of a bidding crime; any plea of guilty or nolo contendere to a charge of a bidding crime; any public admission of a bidding crime; any presentation of an unindicted co-conspirator; or any testimony protected by a grant of immunity of any bidder in any jurisdiction indicating involvement in a bidding crime.
 - (2) Conviction of any offense indicating a lack of moral or ethical integrity as may reasonably be perceived to relate to or reflect upon the business practices of the bidders.
 - (3) Debarment by any other State or Federal agency for substantially any of the reasons listed above.
 - (4) Any other activities of an individual, bidder, or its affiliates of a serious or compelling nature that are reasonably perceived to relate to their work as a Contractor.
 - (5) Making materially false statements on a bid.
- b. An individual or a bidder shall be given a debarment hearing if either so requests before or after debarment. The determination as to whether the debarment hearing will be held before or after debarment shall be at the sole discretion of the Director.
 - (1) The written request for a debarment hearing must be received by the Director no later than ten days after the receipt of the written notice from the Director. Unless otherwise mutually agreed in writing, the debarment hearing shall be held no later than fourteen days after receipt of the individual's or bidder's request for a debarment hearing.
 - (2) DEBARMENT AFTER HEARING. In those situations where the Director decides to hold a debarment hearing prior to deciding whether debarment is proper, he/she shall send written notice to the affected individual, bidder, or their agents by certified or registered mail stating:
 - (i) That debarment is being considered.
 - (ii) The general reasons that suggest the debarment.
 - (iii) That the bidder will be afforded an opportunity for a debarment hearing if requested.
 - (3) DEBARMENT BEFORE HEARING. In those situations where the Director determines that debarment is appropriate prior to a debarment hearing, he/she shall send written notice to the affected individual, bidder, or their agents by certified or registered mail stating:
 - (i) That the bidder or individual has been debarred.
 - (ii) The general reasons for the debarment.

- (iii) That the bidder or individual shall be accorded the opportunity for a debarment hearing if they so request in writing within ten days of the receipt of the written notice of debarment.
 - (4) If the bidder or individual notifies the Director that he/she desires a hearing, the debarment hearing will be held no later than fourteen days after receipt of the individuals or bidder's request unless mutually agreed otherwise in writing. The Director shall determine in writing whether the individual or bidder will be reinstated.
- c. The Director shall appoint a Hearing Examiner to conduct all debarment hearings. The Hearing Examiner shall make a recommendation to the Director, and such recommendation shall include findings of fact and conclusions of law.
- d. Except as modified by the Rules and Regulations of the Department, debarment hearings before the Hearing Examiner shall conform to the Code of Civil Procedure applicable to the District Courts of the State. Practice before the Hearing Examiner shall be governed by the Department's Rules and Regulations, Title 407.
- e. Debarment shall be for a period of thirty-six months or, in the case of a reciprocal debarment as provided for under paragraph 2.a.(3) of Subsection 102.18, the term of the debarment shall be for the same period as the debarment imposed by the other State or the Federal government.
- f. The Director may suspend a debarment at anytime he/she determines it is in the public interest to do so. Mitigating circumstances may be considered in the decision to lift or suspend a debarment and may include, but shall not be limited to:
 - (1) The degree of culpability of the debarred individual or bidder.
 - (2) Restitution by the debarred individual or bidder to the State for any perceived overcharges or damages resulting from the actions of the debarred individual or bidder.
 - (3) Cooperation by the debarred individual or bidder with the State, the United States, and/or any other political governmental subdivision in the investigation of bidding crimes, including a full and complete account of the individual's or bidder's particular involvement therein.
 - (4) Disassociation with individuals and firms that have been involved in a bidding crime.
- g. The Director, at his/her discretion, may hold a hearing, no later than fifteen days prior to the last day of the debarment, and require the debarred individual or bidder to show cause why the debarment should not continue. If the Director, in his/her sole discretion, determines that a debarred individual or bidder has failed to become a responsible bidder, then the Director may continue the debarment for up to twelve additional months. The same show cause procedures shall continue for each successive extension of the original debarment until such time as the Director has determined that the debarred individual or bidder meets the criteria of a responsible bidder.

- h. For purposes of debarment, the conduct of a bidder or an individual shall be fully imputed to:
 - (1) Business firms with which they are or were associated.
 - (2) Business firms by whom the individual was or is employed.
 - (3) Parent or subsidiary companies of the bidder.
 - (4) Business firms in which the individual or bidder has a controlling interest.
- i. Debarment of a bidder shall in no way affect the obligations of the bidder to the State for services to the Department already under contract.
- j. Every bidder currently qualified by the Department to bid on its contracts shall have a duty to notify the Director if it, any of its employees, officers, board members, or associates are indicted or convicted of a bidding crime within thirty days of the indictment or conviction. Failure to do so is a serious and compelling offense sufficient to result in debarment.
- k. Every bidder qualified by the Department to bid on its contracts shall have a duty to notify the Director if the bidder, any of its employees, officers, board members, or associates are contacted by any person with the purpose of engaging in any illegal activities in connection with bidding on contracts let by the Department or contracts involving federal aid. Notice shall include the name of the person making such overture or bid proposal, the time and place thereof, and the specific nature of the overture or bid proposal.
- l. A copy of Section 004 of the Department's Rules and Regulations shall be mailed to each prequalified bidder and to each bidder heretofore debarred or suspended.

3. PROCEDURES FOR CERTIFICATION REGARDING DEBARMENT

- a. By signing and submitting a bid, the bidder is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in a contract. The bidder shall submit an explanation of why he/she cannot provide certification. The certification or explanation will be considered in connection with the Department's or agency's determination whether to enter into this transaction. However, failure of the bidder to furnish a certification or an explanation shall disqualify the bid.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction, cause prosecution for perjury, bring debarment proceedings, or any combination of the above.
- d. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “bid proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. The Department may be contacted for assistance in obtaining a copy of those regulations.
- f. The bidder agrees by submitting this bid that, should the proposed covered transaction be entered into, he/she shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
- g. The bidder further agrees by submitting this bid that he/she will include this Subsection (102.18), without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A bidder in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless he/she knows that the certification is erroneous. A bidder may decide the method and frequency by which he/she determines the eligibility of his/her principals.
- i. Except for transactions authorized under paragraph 3.f. of Subsection 102.18 of these specifications, if a bidder in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this contract, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause or default, cause prosecution for perjury, bring debarment proceedings, or any combination of the above.
- j. The bidder swears, to the best of his/her knowledge and belief, that he/she and the principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
 - (2) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for:
 - (i) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction.
 - (ii) Violation of Federal or State antitrust statutes.
 - (iii) Commission of embezzlement, theft, forgery, bribery, or falsification or destruction of records.
 - (iv) Making false statements.
 - (v) Receiving stolen property.
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of

the offenses enumerated in Paragraph 3.j.(3) of Subsection 102.18 of this Specification.

- (4) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.
- k. Where the bidder is unable to certify to any of the statements in the certification, an explanation shall be attached to his/her bid.

Section 103

Section 103 in the Standard Specifications is void and superseded by the following:

REQUIREMENTS FOR CONTRACT AWARD, CANCELLATION, AND EXECUTION

103.01 CONTRACT AWARD

The award of the contract will be made in Lincoln, Nebraska, by the Director to the lowest responsible bidder whose bid complies with all the requirements prescribed. The award will not be made until all necessary investigations have been made into the responsibility of the bidder to whom it is proposed to award the contract; but, in any case, the award shall be made within thirty days after the opening of the bids. The right is reserved to limit the work awarded one bidder to the amount that he/she is considered capable of handling, taking into account both his/her capacity to perform work and contracts in force. The successful bidder will be notified by letter, mailed to the address shown on his/her bid, that his/her bid has been accepted and that he/she has been awarded the contract.

103.02 CONSIDERATION OF BIDS

1. Following the bid opening, the Department will compare the responsive bids. Unless otherwise defined in the bid, the comparison will be based on the summation of the quantities and the unit bid prices shown in the bid schedule. The comparison will be available to the public after one working day.
2. The right is reserved to reject any and all bids and to waive technical errors as may be deemed in the Department's best interest.
3. The Department may consider both tied and untied bids to determine the lowest responsible bidder when entire projects have been tied at the option of the bidder. When untied bids are not received on all tied projects, the Department may award the contract to a bidder submitting the lowest tied bid, regardless of whether an untied bid on a single project is lower than the tied bid. The Department will act in the best interest of the State when making this determination.
4. The right is reserved to require from any or all bidders on any project, including the apparent low bidder, prior to award of the Contract, all documents and information used in the preparation of their bids. Failure to furnish the documents and information shall result in a period of disqualification that is determined by the Director.

103.03 CANCELLATION OF AWARD

The Department reserves the right to cancel the award of any contract anytime before the execution of the said contract by all parties without any liability against the Department.

103.04 REQUIREMENTS WITH RESPECT TO CONTRACT BOND

The bidder to whom the Contract is awarded shall furnish within seven days after the award a Contract bond in a sum equal to the full amount of the Contract. The Contract bond must be executed on the form furnished by the Department. Contract bonds must be executed by corporations authorized to contract as a surety in Nebraska.

103.05 EXECUTION OF CONTRACT

The Contract shall be signed by the successful bidder and returned, together with a satisfactory bond, within seven days from the date of award. The Department will not execute a contract until satisfactory bonds, certificate of insurance, and other required documents have been received. No bid shall be considered binding upon the Department until the execution of the Contract.

103.06 FAILURE TO EXECUTE CONTRACT

1. A contract is not executed if the bidder:
 - a. Fails to file an acceptable contract bond within seven days from the date of award.
 - b. Fails to complete and submit all required forms and documents within 14 days after the opening of bids.
 - c. Gives written notice expressing intent not to execute the Contract.
2. When a contract is not properly executed, the Department may:
 - a. Annul the award and cancel the bid with forfeiture of the proposal guaranty bid bond (forfeiture not imposed as a penalty, but in liquidation of damages sustained).
 - b. Proceed with the execution of the Contract after the 30-day period when all required documents have been correctly submitted and adjust the bidder's prequalification downward as specified in Paragraph 2. of Subsection 102.02.
 - c. Award to the lowest, succeeding, responsive bidder and recover the differences from the defaulting bidder.

103.07 SPECIAL ARRANGEMENTS

The right is reserved, unless otherwise stated in the proposal form, to consider bids and award separate contracts for each group of items as shown in the proposal form. All awards under the Standard Specifications are subject to the approval of the Department before becoming effective as contracts.

103.08 MATERIAL GUARANTY

Before any contract is awarded, the successful bidder may be requested to furnish a complete statement of the origin, composition, and manufacture of any materials to be used in the construction of the work, together with samples which may be subjected to the tests provided for in the Standard Specifications to determine their quality and fitness for the work.

SPECIAL PROSECUTION AND PROGRESS AWARD AND EXECUTION OF THE CONTRACT

The contract shall be signed by the successful bidder and returned, together with a satisfactory bond, within seven days from the date of award, as stated elsewhere in these Special Provisions.

CONSTRUCTION DETAILS

EROSION CONTROL PLAN (S2-3-0304)

Paragraph 8. of Subsection 204.01 in the Standard Specifications is void and superseded by the following:

The Contractor must submit an Erosion Control Plan prior to the start of any work. The Contractor shall not begin work until the Erosion Control Plan has been approved by the Engineer and appropriate erosion control measures are in place. Payment for work done shall be withheld until in the opinion of the Engineer adequate erosion control measures are in place.

Neither the approval of the Erosion Control Plan, nor the approval to increase the maximum surface area, nor any payment for, or acceptance of any or all of the work shall operate as a waiver of the Contractor's responsibility as prescribed in Section 204.

Subsections 204.04 and 204.05 are void and superseded by the following:

The temporary erosion control items will be measured for payment in accordance with the requirements stated elsewhere in these specifications.

TEMPORARY TRAFFIC CONTROL DEVICES (S4-9-0104)

Subsection 422.01 in the Standard Specifications and Supplemental Specifications is amended to include the following:

Temporary signs shall not be in place longer than 3 days. Any sign that is to be in place longer than 3 days shall be post mounted.

All stub steel posts used for temporary traffic control devices shall be removed immediately by the Contractor when a sign is no longer required at that location.

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 (Temporary Signs) (S4-9-0405)

The specification pertaining to temporary signs identified in the Supplemental Specifications as the addition of Paragraph 1.h. to Subsection 422.03 is re-labeled as Paragraph 1.i. of Subsection 422.03.

TEMPORARY TRAFFIC CONTROL DEVICES (Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and Vertical Panels) (S4-9-0405)

Paragraph 2.b. of Subsection 422.04 of the Standard and Supplemental Specifications is void and superseded by the following:

- b.(i) Type II Barricades, Reflectorized Drums, and 42" (1070 mm) Reflective Cones shall be counted as "Barricades, Type II" and measured for payment by the number of calendar days each is in place and positioned as shown in the plans or as directed by the Engineer.
- (ii) Vertical Panels shall be measured for payment as permanent "Sign Days" (by the each) by the number of calendar days each vertical panel unit is in place and positioned as shown in the plans or as directed by the Engineer.

Paragraph 2.c. of Subsection 422.04 of the Standard Specifications (as amended in the Supplemental Specifications) is further amended to include Reflectorized Drums.

Paragraphs 3. and 4. of Subsection 422.05 of the Standard and Supplemental Specifications are void and superseded by the following:

3. a. The pay item "Barricade, Type II" is used to pay for three items ("Barricades, Type II", "42" (1070 mm) Reflectorized Cones", and "Reflectorized Drums").
- b. "Barricades, Type II", which includes "42" (1070 mm) Reflectorized Cones", and "Reflectorized Drums", is paid for as an "established" contract unit price item. The established unit price is identified on the "Schedule of Items" shown in the Proposal.
4. Payment for vertical panels includes all posts, brackets, or hardware necessary to install and maintain the vertical panel units.

PLOWABLE PAVEMENT MARKER REFLECTORS

This work involves removing and replacing all plowable pavement marker reflectors and insuring that all markers are firmly attached to the pavement as shown in the plans and/or as required by the Engineer.

The work of replacing the plowable pavement marker reflector shall include removing the existing reflector, firmly attaching the plowable pavement marker to the pavement if necessary, cleaning the casting as required, and installing a new reflector. Reflector must be from Nebraska Department of Roads Approved Products List. All work shall be done in accordance with recommendations of the manufacturer of the plowable pavement marker.

Plowable pavement markers or new plowable pavement marker reflectors damaged by the Contractor shall be replaced in accordance with Section 419 of the *Standard Specifications* at no cost to the Department.

Paragraph 1. of Subsection 419.05 of the *Standard Specifications* is amended to include the item, "Plowable Pavement Marker Reflector". Payment is full compensation for removing reflectors, cleaning castings, attaching markers to the pavement as necessary, furnishing and installing new reflectors, and for all labor, equipment, tools, materials, and incidentals required to complete the work.

CONCRETE PAVEMENT JOINT REPAIR

Section 605 in the Standard Specifications and Supplemental Specifications is amended to include the following:

Approximately 38 lane joints will require the full depth joint repair.

Paragraph 6. of Subsection 605.01 is amended to include the following:

When performing this operation on multi-lane highways, the Contractor will be permitted to have one lane closed at night. Where the pavement has been removed, the Contractor will be required to have the excavated area filled with either (1) the appropriate patching concrete material for curing overnight, or (2) a commercially available cold-mix bituminous mixture or other suitable temporary patch material with a durable surface, as directed by the Engineer. The next day, the Contractor will then be required to remove any "temporary patches", thoroughly clean the repair area and complete the required permanent patch so that the lane can be opened to traffic by the end of the second day. The material, installation, removal and

disposal of these temporary patches will not be measured and paid for directly, but shall be considered subsidiary to the concrete pavement repair work being performed.

Paragraph 6.d. of Subsection 1002.02 is void and superseded by the following:

The Contractor may use liquid calcium chloride in Class PR1 concrete from June 1 through August 31. Flaked calcium chloride shall be used during the remainder of the year, as stated in Paragraph 6.c.

The last sentence of Paragraph 2. of Subsection 605.04 is void and superseded by the following:

Saw over-cuts shall be kept to a minimum. If saw over-cuts occur, they shall be thoroughly cleaned with compressed air to remove all dust, dirt, loose material and moisture, and sealed with hot pour joint sealant.

Paragraph 16. of Subsection 605.04 is void and superseded by the following: The pavement elevation of repair areas shall be corrected in a manner that eliminates swales or bumps. Swales and bumps are defined as having a 1/8" or greater deviation using an approved 10 foot straightedge. Correction shall be diamond grinding or replacement. The condition of the adjacent pavement shall be considered when evaluating the 1/8" deviation requirement.

Paragraph 20. of Subsection 605.04 is amended to include the following subparagraphs.

- f. From June 1 through August 31, if the daytime temperature is 85°F or greater, covering of the repair concrete with polyethylene film and insulation board is optional, provided the maturity method is used to measure the strength of the concrete.
- g. From June 1 through August 31, if the pavement is to remain closed to traffic for at least 24 hours, covering of the repair concrete with polyethylene film and insulation board is optional.

Paragraph 21. of Subsection 605.04 is amended to include the following:

- b. Class PR1 Concrete may be used for concrete repair if the repaired area is to remain closed to traffic for at least 24 hours.
- c. Class PR3 Concrete shall be used for all concrete repair if the repaired areas must be opened to traffic within 24 hours, except that Class PR1 Concrete may be used provided the minimum required strength can be attained within the allotted time.
- d. Strength measurements for the opening and the 24-hour pay strengths of the PR1 and PR3 Concrete may be performed using the maturity meter method. The maturity curve will be determined by the Materials and Research Division.

Paragraphs 25. b. (1) and 25. b. (2) of Subsection 605.04 are void and superseded by the following:

A full depth diamond blade saw cut shall be made and dowel bars and/or tie bars anchored into the faces of the existing concrete as designated in the plans. A full depth cut approximately 4 inches (100 mm) wide may be made with a wheel cutter through the repair section if the repair will be overlaid. The wheel-type cutter shall be operated to produce

minimum disturbance of the foundation course material, with no encroachment of the cut into the concrete of the adjoining lane.

Dowel bars or tie bars shall be anchored into the faces of the existing concrete as designated in the plans. To provide proper alignment, a drill approved by the Engineer shall be used to install the dowel bars. The drill shall be capable of drilling the holes parallel to the surface of the pavement and to the centerline of the highway $\pm 1/8$ inch. The dowel bar holes shall be drilled in the same plane $\pm 1/8$ inch and at the spacing shown in the plans. The tie bars can be drilled independently. The drilled holes shall be thoroughly cleaned with compressed air to remove all dust, dirt, loose material and moisture.

After cleaning and prior to dowel or tie bar insertion, an application of grout shall be made at the back of the hole. The grout shall be from the Approved Products List. Twist the dowel or tie bar one full turn during insertion to completely surround it with the grout. Grout retention disks shall be placed on the bars as designated in the plans. The furnishing and installation of dowel and tie bars will not be paid for directly but shall be considered subsidiary to the concrete pavement or joint repair work being performed.

Paragraph 25. c. of Subsection 605.04 is amended to include the following:

Any loosened foundation course material shall be removed and replaced with concrete.

Paragraph 1. of Subsection 605.06 is amended to include the following:

Pay Item	Pay Unit
Concrete Pavement, _____ Joint Repair	Square Yard (SY) Square Meter (m ²)

CONCRETE PAVEMENT REPAIR (S6-11-0506)

Section 605 in the Standard Specifications and Supplemental Specifications is amended to include the following:

Paragraph 6. of Subsection 605.01 is amended to include the following:

When performing this operation on multi-lane highways, the Contractor will be permitted to have one lane closed at night. Where the pavement has been removed, the Contractor will be required to have the excavated area filled with either (1) the appropriate patching concrete material for curing overnight, or (2) a commercially available cold-mix bituminous mixture or other suitable temporary patch material with a durable surface, as directed by the Engineer. The next day, the Contractor will then be required to remove any "temporary patches", thoroughly clean the repair area and complete the required permanent patch so that the lane can be opened to traffic by the end of the second day. The material, installation, removal and disposal of these temporary patches will not be measured and paid for directly, but shall be considered subsidiary to the concrete pavement repair work being performed.

Paragraph 6.d. of Subsection 1002.02 is void and superseded by the following:

The Contractor may use liquid calcium chloride in Class PR1 concrete from June 1 through August 31. Flaked calcium chloride shall be used during the remainder of the year, as stated in Paragraph 6.c.

The last sentence of Paragraph 2. of Subsection 605.04 is void and superseded by the following:

Saw over-cuts shall be kept to a minimum. If saw over-cuts occur, they shall be thoroughly cleaned with compressed air to remove all dust, dirt, loose material and moisture, and sealed with hot pour joint sealant..

Paragraph 10. of Subsection 605.04 is void.

Paragraph 16. of Subsection 605.04 is amended to include the following:

The minimum concrete placement shall be as shown in the plans or as directed by the engineer. Interior transverse joints shall be sawed to a minimum of one-third the actual thickness of the slab at the spacing designated in the plans.

The pavement elevation of repair areas shall be corrected in a manner that eliminates swales or bumps. Swales and bumps are defined as having a 1/8" or greater deviation using an approved 10 foot straightedge. Correction shall be diamond grinding or replacement. The condition of the adjacent pavement shall be considered when evaluating the 1/8" deviation requirement.

Paragraph 20. of Subsection 605.04 is amended to include the following subparagraphs.

- f. From June 1 through August 31, if the daytime temperature is 85°F or greater, covering of the repair concrete with polyethylene film and insulation board is optional, provided the maturity method is used to measure the strength of the concrete.
- g. From June 1 through August 31, if the pavement is to remain closed to traffic for at least 24 hours, covering of the repair concrete with polyethylene film and insulation board is optional.

Paragraph 21. of Subsection 605.04 is amended to include the following:

- b. Class PR1 Concrete may be used for concrete repair if the repaired area is to remain closed to traffic for at least 24 hours.
- c. Class PR3 Concrete shall be used for all concrete repair if the repaired areas must be opened to traffic within 24 hours, except that Class PR1 Concrete may be used provided the minimum required strength can be attained within the allotted time.
- d. Strength measurements for the opening and the 24-hour pay strengths of the PR1 and PR3 Concrete may be performed using the maturity meter method. The maturity curve will be determined by the Materials and Research Division.

Paragraphs 25. b. (1) and 25. b. (2) of Subsection 605.04 are void and superseded by the following:

A full depth diamond blade saw cut shall be made and dowel bars and/or tie bars anchored into the faces of the existing concrete as designated in the plans. A full depth cut approximately 4 inches (100 mm) wide may be made with a wheel cutter through the repair section if the repair will be overlaid. The wheel-type cutter shall be operated to produce minimum disturbance of the foundation course material, with no encroachment of the cut into the concrete of the adjoining lane.

Dowel bars shall be placed on the new transverse joint nearest the existing transverse joint. A minimum of 2 tie bars shall be placed on each side of a full depth pavement repair as designated in the plans.

Dowel bars or tie bars shall be anchored into the faces of the existing concrete as designated in the plans. To provide proper alignment, a drill approved by the Engineer shall be used to install the dowel bars. The drill shall be capable of drilling the holes parallel to the surface of the pavement and to the centerline of the highway $\pm 1/8$ inch. The dowel bar holes shall be drilled in the same plane $\pm 1/8$ inch and at the spacing shown in the plans. The tie bars can be drilled independently. The drilled holes shall be thoroughly cleaned with compressed air to remove all dust, dirt, loose material and moisture.

After cleaning and prior to dowel or tie bar insertion, an application of grout shall be made at the back of the hole. The grout shall be from the Approved Products List. Twist the dowel or tie bar one full turn during insertion to completely surround it with the grout. Grout retention disks shall be placed on the bars as designated in the plans. The furnishing and installation of dowel and tie bars will not be paid for directly but shall be considered subsidiary to the concrete pavement or joint repair work being performed.

Paragraph 25. c. of Subsection 605.04 is amended to include the following:

Any loosened foundation course material shall be removed and replaced with concrete.

Paragraph 25. d. of Subsection 605.04 is void.

Subsection 605.05 in the 1997 Standard Specifications is amended to provide that adjoining full depth repair areas of varying widths in the same traffic lane, which are situated such the removals of the areas may be accomplished concurrently, shall be considered as a single repair. The total area of the adjoining areas shall be combined to determine the repair type as shown in Table 605.01.

CONCRETE PAVEMENT REPAIR (PARTIAL DEPTH REPAIR)

Section 605 in the Standard Specifications and Supplemental Specifications is amended to include the following:

Paragraph 6. of Subsection 605.01 is amended to include the following:

When performing this operation on multi-lane highways, the Contractor will be permitted to have one lane closed at night. Where the pavement has been removed, the Contractor will be required to have the excavated area filled with either (1) the appropriate patching concrete material for curing overnight, or (2) a commercially available cold-mix bituminous mixture or other suitable temporary patch material with a durable surface, as directed by the Engineer. The next day, the Contractor will then be required to remove any "temporary patches", thoroughly clean the repair area and complete the required permanent patch so that the lane can be opened to traffic by the end of the second day. The material, installation, removal and disposal of these temporary patches will not be measured and paid for directly, but shall be considered subsidiary to the concrete pavement repair work being performed.

Paragraph 6.d. of Subsection 1002.02 is void and superseded by the following:

The Contractor may use liquid calcium chloride in Class PR1 concrete from June 1 through August 31. Flaked calcium chloride shall be used during the remainder of the year, as stated in Paragraph 6.c.

Paragraph 2. of Subsection 605.04 is void and superseded by the following:

All repairs shall be cut so the edges are parallel or perpendicular to the traveled way. For partial depth repairs, the Contractor shall cut and chip the pavement edges with a 15-pound maximum chipping hammer to form reasonably neat vertical surfaces.

Paragraph 9.c. of Subsection 605.04 is void and superseded by the following:

The vertical faces except for the transverse and longitudinal joints and cracks of the repair shall be brushed with a grade 3 Epoxy Adhesive from the approved products list just prior to placement of the repair concrete.

Paragraph 16. of Subsection 605.04 is amended to include the following:

The minimum concrete placement shall be as shown in the plans or as directed by the engineer. Interior transverse joints shall be cut at the spacings designated in the plans.

Paragraph 20. of Subsection 605.04 is amended to include the following subparagraphs.

- f. From June 1 through August 31, if the daytime temperature is 85°F or greater, covering of the repair concrete with polyethylene film and insulation board is optional, provided the maturity method is used to measure the strength of the concrete.

- g. From June 1 through August 31, if the pavement is to remain closed to traffic for at least 24 hours, covering of the repair concrete with polyethylene film and insulation board is optional.

Paragraph 21. of Subsection 605.04 is amended to include the following:

- b. Class PR1 Concrete may be used for concrete repair if the repaired area is to remain closed to traffic for at least 24 hours.
- c. Class PR3 Concrete shall be used for all concrete repair if the repaired areas must be opened to traffic within 24 hours, except that Class PR1 Concrete may be used provided the minimum required strength can be attained within the allotted time.
- d. Strength measurements for the opening and the 24-hour pay strengths of the PR1 and PR3 Concrete may be performed using the maturity meter method. The maturity curve will be determined by the Materials and Research Division.

Paragraph 25. d. of Subsection 605.04 is void.

Subsection 605.05 in the 1997 Standard Specifications is amended to provide that adjoining partial depth repair areas of varying widths in the same traffic lane, which are situated such the removals of the areas may be accomplished concurrently, shall be considered as a single repair. The total area of the adjoining areas shall be combined to determine the repair type as shown in Table 605.01.

47B CONCRETE PAVEMENTS AND 47BD CONCRETE FOR BRIDGES (S10-4-0306)

Paragraph 2. of Subsection 1002.02 in the Standard Specifications is void.

Section 1002 in the 1997 Standard Specifications and Supplemental Specifications is amended to include the following:

For the purpose of this Special Provision, Type IPF shall mean Type IP cement made with 25 ± 2 percent Class F fly ash. All cements must conform to the requirements of Section 1004 in the 1997 Standard Specifications, the Supplemental Specifications, and these Special Provisions.

47BD Concrete for Bridges and Barriers

The 47BD concrete used in bridge decks, approach slabs, bridge rails, and barriers shall be proportioned using one of the alternates shown in Table I.

TABLE I (ENGLISH)
CLASS 47BD CONCRETE PROPORTIONS

Alt.	Cement Type	Pounds of Cement per Cu.Yd.	Pounds of Class F Fly Ash	Air Content Percent		Pounds of Total Agg. per Cu.Yd.		Ratio of Total Agg. Percent	Type of Coarse Agg.***
				Min.	Max.	Min.	Max.		
1	I or II	590	197 Min.	5.0	7.5	2530	2950	30±3	Limestone
2	IPF	658	0*	5.0	7.5	2530	2950	30±3	Limestone
3	I or II	658**	0**	5.0	7.5	2530	2950	30±3	Limestone

TABLE I (METRIC)
CLASS 47BD CONCRETE PROPORTIONS

Alt.	Cement Type	Kg of Cement per Cu. Meter	Kg of Class F Fly Ash	Air Content Percent		Kg of Total Agg. per Cu.Meter		Ratio of Total Agg. Percent	Type of Coarse Agg.***
				Min.	Max.	Min.	Max.		
1	I or II	350	117 Min.	5.0	7.5	1500	1750	30±3	Limestone
2	IPF	390	0*	5.0	7.5	1500	1750	30±3	Limestone
3	I or II	390**	0**	5.0	7.5	1500	1750	30±3	Limestone

* No additional fly ash substitution is allowed.

** Total alkali content shall not exceed 3 lbs./yd.³ (1.8 Kg/m³)

*** Alternate Aggregate from an approved source may be substituted for limestone.

Water reducing and set retarding admixtures shall be used in accordance with the manufacturer's recommendations of dosage rates.

47B Concrete Pavements

Paragraph 2. of Subsection 1002.02 in the Standard Specifications is void. Table 1002.03 in the Standard Specifications and Supplemental Specifications is void.

The 47B concrete used in concrete pavements shall be proportioned using one of the alternates shown in Table II.

TABLE II (ENGLISH)
CLASS 47B CONCRETE PAVEMENT PROPORTIONS

Alt.	Cement Type	Pounds of Cement per Cu.Yd.	Pounds of Class F Fly Ash	Air Content Percent		Pounds of Total Agg. per Cu.Yd.		Ratio of Total Agg. Percent	Type of Coarse Agg.***
				Min.	Max.	Min.	Max.		
1	I or II	510	170 Min.	5.0	7.5	2876	3130	30±3	Limestone
2	IPF	564*	0*	5.0	7.5	2876	3130	30±3	Limestone
3	I or II	564**	0**	5.0	7.5	2876	3130	30±3	Limestone

TABLE II (METRIC)
CLASS 47B CONCRETE PAVEMENT PROPORTIONS

Alt.	Cement Type	Kg of Cement per Cu. Meter	Kg of Class F Fly Ash	Air Content Percent		Kg of Total Agg. per Cu.Meter		Ratio of Total Agg. Percent	Type of Coarse Agg.***
				Min.	Max.	Min.	Max.		
1	I or II	303	101 Min.	5.0	7.5	1706	1857	30±3	Limestone
2	IPF	335*	0*	5.0	7.5	1706	1857	30±3	Limestone
3	I or II	335**	0**	5.0	7.5	1706	1857	30±3	Limestone

* No additional fly ash substitution is allowed.

** Total alkali content shall not exceed 3 lbs./yd.³ (1.8 Kg/m³)

*** Alternate Aggregate from an approved source may be substituted for limestone.

Water reducing admixtures shall be used in accordance with the manufacturer's recommendations of dosage rates.

FLY ASH (S10-5-0801)

Subsection 1008.01 in the Standard Specifications is void and superseded by the following:

Fly ash shall be Class C or F meeting the requirements of ASTM C 618.

**STRUCTURAL STEEL
(S10-5-0801)**

Section 1045 of the Standard Specifications is amended to include the following:

1045.03 -- Steel Plate Substitution

The Contractor may use either English or Metric steel plates in accordance with Table 1045.01.

Table 1045.01			
English-Metric Steel Plate Substitution Table			
Metric (millimeters)	English (inches)	Metric (millimeters)	English (inches)
9	3/8	32	1 1/4
10	3/8	35	1 3/8
11	7/16	38	1 1/2
12	1/2	40	1 5/8
14	9/16	45	1 3/4
16	11/16	50	2
18	3/4	55	2 1/4
20	13/16	60	2 3/8
22	7/8	70	2 3/4
25	1	80	3 1/4
28	1 1/8	90	3 1/2
30	1 1/4		

**REPAIR OF DAMAGED METALLIC COATINGS
(S10-5-0801)**

Paragraph 2. of Subsection 1061.01 in the Standard Specifications is void and superseded by the following:

2. The material used for repair shall provide a minimum coating thickness of at least 50 µm with one application.

**CORRUGATED METAL PIPE
(S10-5-0801)**

Table 1035.01 in Section 1035 of the Supplemental Specifications is amended by deleting the title "Steel and Aluminum Culvert Thickness".

**METAL FLARED-END SECTIONS
(S10-5-0801)**

Table 1036.01 in Section 1036 of the Supplemental Specifications is amended by deleting the title "Steel and Aluminum Flared-End Thickness".

**REINFORCED CONCRETE PIPE, MANHOLE RISERS,
AND FLARED-END SECTIONS
(S10-5-0801)**

Paragraph 3.a. of Subsection 1037.02 in the Supplemental Specifications is void and superseded by the following:

3.a. Round reinforced concrete pipe shall conform to the requirements of AASHTO M 170-95 with the exception of the minimum circumferential reinforcing (in²/ft. (mm²/m) of pipe wall) for 15, 21, and 24 inch (380, 460, 600 mm) Class III pipe, as shown below:

Paragraph 3.b. of Subsection 1037.02 is void and superseded by the following:

b. AASHTO M 170-95 Specifications are modified as follows:

Paragraph 4. of Subsection 1037.02 is void and superseded by the following:

4. Reinforced concrete arch pipe shall conform to the requirements of AASHTO M 206-95.

Paragraph 5. of Subsection 1037.02 is void and superseded by the following:

5. Reinforced concrete elliptical pipe shall conform to the requirements of AASHTO M 207-95.

Paragraph 7. of Subsection 1037.02 is void and superseded by the following:

7. Concrete flared-end sections shall be of the design shown in the plans and in conformance with the applicable requirements of AASHTO M 170-95, Class II pipe, AASHTO M 206-95, Class A-II pipe, or AASHTO M 207-95, Class HE-II pipe for the diameter of pipe which it is to be installed.

**HIGH TENSILE BOLTS, NUTS, AND WASHERS
(S10-5-1001)**

Subsection 1058.02 in the Supplemental Specifications is void.

Paragraph 4.b.(5) in the Standard Specifications is void and superseded by the following:

- (5) The bolt, nut, and washer assembly shall be assembled in a Skidmore-Wilhelm calibrator or an acceptable equivalent device. For bolts that are too short to be assembled in the calibrator, see Subsection 1058.03, Paragraph 4.b.(9).

**ELASTOMERIC BEARINGS AND LAMINATED
BEARING PADS
(S10-5-0903)**

Paragraph 2. of Subsection 1068.02 in the Standard Specifications is void and superseded by the following:

2. Samples and Certification shall be furnished in accordance with NDR's *Materials Sampling Guide*.

Paragraph 3. of Subsection 1068.02 is void.

**STEEL BARS FOR CONCRETE REINFORCEMENT
(S10-5-1201)**

Section 1020 in the Standard Specifications is void and superseded by the following:

1020.01 - Description

Steel tie bars for longitudinal joint reinforcement in concrete pavements shall be epoxy coated and deformed Grade 40 or 60 billet steel as shown in the plans, specifications or Special Provisions.

1020.02 - Material Characteristics

1. Billet-steel bars shall conform to the requirements of ASTM A 615/A 615M.
2. Epoxy coatings shall conform to the requirements in Section 1021 of the Standard Specifications and Supplemental Specifications.

1020.03 - Acceptance Requirements

Acceptance shall be based on sampling, testing, and certification requirements in accordance with the NDR *Materials Sampling Guide*.

**EPOXY COATED REINFORCING STEEL
(S10-5-0403)**

Table 1021.01 in Section 1021 of the Standard Specifications is void and superseded by the following:

Table 1021.01			
Bend Test Requirements			
English		Metric	
Bar No.	Mandrel Diameter (inches)	Bar	Mandrel Diameter (millimeters)
3	3	10	75
4	4	13	100
5	5	16	125
6	6	19	150
7	7	22	175
8	8	25	200
9	9	29	230
10	10	32	250
11	11	36	280
14	17	43	430
18	23	57	580

**TYPE IP CEMENT
(S10-5-0305)**

Paragraph 2. of Section 1004.02, in the Standard Specifications is void and superceded by the following:

2. Type IP (Portland pozzolan) cement may be used in any application where fly ash modified concrete is allowed. Type IP cement shall conform to the requirements as prescribed in ASTM C 595 and the following requirements:

- a. The pozzolan content shall be 25 ± 2 percent of the cementitious material by weight.
- b. The pozzolan shall be Class F fly ash or a Class N natural pozzolan.
- c. Additional fly ash substitution shall not be allowed with Type IP cement containing Class F fly ash. If Class N natural pozzolan is used in the cement, fly ash substitution is allowed to a total pozzolan content of 25 ± 2 percent.
- d. A water reducing admixture shall be used in concrete produced with Type IP cement.

e. Mortar bars made and tested according to the provisions of ASTM C 1260 shall have an expansion of no more than 0.10 percent after 28 days. The mortar bars shall be composed of Type IP cement, limestone, and sand and gravel in the proportions used for 47B concrete. The limestone shall be from a Weeping Water, NE, source and the sand/gravel shall be from an eastern Platte River Valley source.

f. 47B concrete made with Type IP shall have a Durability Factor not less than 70 and a mass loss not greater than five percent after 300 freeze/thaw cycles when tested in accordance with ASTM C 666. The freeze/thaw testing shall be conducted according to Procedure A.

TIMBER AND LUMBER (S10-5-0706)

Paragraphs 2.a. and 2.b. of Subsection 1075.02 in the Standard Specifications are void and superseded by the following:

2.a. The creosote, pentachlorophenol and copper naphthenate preservative treatment for timber and lumber shall be by the Empty-cell (Rueping) Process; and, where allowed, the ammoniacal copper arsenate (ACA), chromated copper arsenate (CCA), and ammoniacal copper zinc arsenate (ACZA) preservative treatment for timber and lumber shall be by the Full-cell (Bethel) Process. Treatment shall conform to the requirements as specified in T1-Use Category System: User Specification for Treated Wood of the American Wood-Preservers' Association Standards and AASHTO M 133. Preservatives shall meet the requirements of Section 1076.

b. Preservative Treatment. The preservative treatment and minimum retentions for timber and lumber shall conform to the requirements as specified in U1-Use Category System: User Specification for Treated Wood of the American Wood Preservers' Association Standards as amended herein. Minimum retentions for all timber and lumber shall conform to Use Category UC4A. Minimum retentions for fence posts shall conform to Use Category UC4A. Timber and lumber to be treated with ammoniacal copper arsenate or ammoniacal copper zinc arsenate shall be dried to the fiber saturation point required to put the timber into satisfactory condition to accept the preservative and attain the required preservative retention and penetration. After treatment, with the exception of offset blocks and posts for guardrail terminals systems, the material shall be redried and have a moisture content of not more than 30 percent at the time of shipment to the job site.

WOOD PRESERVATIVES (S10-5-0405)

Subsection 1076.01 in the Standard Specifications is amended to include the following:

4. Copper naphthenate solution in petroleum for use as a wood preservative shall consist of 1 percent copper metal by weight in a suitable petroleum solvent.

Subsection 1076.02 is amended to include copper naphthenate.

Subsection 1076.03 is amended to include the following:

6. Copper naphthenate shall be analyzed in accordance with AWP A5.

**PROPOSAL GUARANTY
(S1-38-1104)**

As an evidence of good faith in submitting a bid for this work, the bidder shall indicate the type of bid bond applied to this project in accordance with the Proposal Guaranty Bid Bond Section of these Special Provisions.

* * * * *

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DATE: 05/03/06

SCHEDULE OF ITEMS

CONTRACT ID: 3853

PROJECT(S): RD-77-3(1030)

CALL ORDER NO. : 300

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 GROUP 8 SPECIALTY						
0001	0001.08 BARRICADE, TYPE II	750.000 BDAY	0.50000		375.00	
0002	0001.10 BARRICADE, TYPE III	54.000 BDAY				
			.		.	
0003	0001.75 TEMPORARY SIGN DAY	150.000 EACH				
			.		.	
0004	0001.90 SIGN DAY	752.000 EACH				
			.		.	
0005	0002.61 PLOWABLE PAVEMENT MARKER	25.000 EACH				
			.		.	
0006	0002.63 PLOWABLE PAVEMENT MARKER REFLECTOR	107.000 EACH				
			.		.	
0007	0003.10 FLAGGING	50.000 DAY				
			.		.	
0008	0030.30 MOBILIZATION	LUMP	LUMP			
					.	
0009	3040.11 CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	58.800 SY				
			.		.	
0010	3040.12 CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	282.900 SY				
			.		.	

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DATE: 05/03/06

SCHEDULE OF ITEMS

CONTRACT ID: 3853

PROJECT(S): RD-77-3(1030)

CALL ORDER NO. : 300

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0011	3040.13 CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	768.600 SY	.		.	
0012	3040.18 CONCRETE PAVEMENT REPAIR, TYPE A, PARTIAL DEPTH	59.600 SY	.		.	
0013	3221.15 CONCRETE PAVEMENT, CLASS PR-3500 JOINT REPAIR	174.200 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	