

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : July 27, 2006

METRIC

CALL ORDER: 405 CONTRACT ID: 4415B1

CONTROL NO./SEQ. NO.: 41415B /000 PROJECT NO.: STPE-2235(3)

TENTATIVE START DATE: 03/19/07 CONTRACT TIME: 30 WORKING DAYS

LOCATION: GRAND ISLAND SOUTH (SOUTH LOCUST STREET)

IN COUNTY: HALL

BIDDER

GROUP 5L LANDSCAPING

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.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls.....	6
VI. Record of Materials, Supplies, and Labor.....	6
VII. Subletting or Assigning the Contract.....	7
VIII. Safety: Accident Prevention.....	7
IX. False Statements Concerning Highway Projects....	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.....	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

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

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment

preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve

such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Execu-

Form FHWA-1273 (Rev. 3-94)

tive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more

than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for

the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages:
In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form

desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of

Form FHWA-1273 (Rev. 3-94)

the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees

Form FHWA-1273 (Rev. 3-94)

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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant know-

ingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant 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," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant 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 transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. 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 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant 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 transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

Economic Area	Goal %	Economic Area	Goal %
103 Sioux City, IA:		Non-SMSA Counties	5.3
SMSA Counties:		IA Adams, IA Audubon, IA Cass,	
7720 Sioux City, IA-NE	1.9	IA Fremont, IA Harrison, IA Mills,	
IA Woodbury, NE Dakota		IA Montgomery, IA Page, IA Shelby,	
Non-SMSA Counties	1.2	IA Taylor, NE Burt, NE Cass, NE Colfax,	
IA Cherokee, IA Crawford, IA Ida,		NE Dodge, NE Platte, NE Saunders,	
IA Monona, IA O'Brien, IA Plymouth,		NE Washington	
IA Sioux, NE Antelope, NE Cedar,		144 Grand Island, NE:	
NE Cuming, NE Dixon, NE Knox,		Non-SMSA Counties	1.4
NE Madison, NE Pierce, NE Stanton,		NE Adams, NE Arthur, NE Blaine,	
NE Thurston, NE Wayne, SD BonHomme,		NE Boone, NE Boyd, NE Brown,	
SD Clay, SD Union, SD Yankton		NE Buffalo, NE Chase, NE Cherry,	
142 Lincoln, NE:		NE Clay, NE Custer, NE Dawson,	
SMSA Counties:		NE Dundy, NE Franklin, NE Frontier,	
4360 Lincoln, NE	2.8	NE Furnas, NE Garfield, NE Gosper,	
NE Lancaster		NE Grant, NE Greeley, NE Hall, NE	
Non-SMSA Counties	1.9	Hamilton, NE Harlan, NE Hayes,	
NE Butler, NE Fillmore, NE Gage,		NE Hitchcock, NE Holt, NE Hooker,	
NE Jefferson, NE Johnson, NE Nemaha,		NE Howard, NE Kearney, NE Keith,	
NE Otoe, NE Pawnee, NE Polk, NE		NE Keya Paha, NE Lincoln, NE Logan,	
Richardson, NE Saline, NE Seward,		NE Loup, NE McPherson, NE Merrick,	
NE Thayer, NE York		NE Nance, NE Nuckolls, NE Perkins,	
143 Omaha, NE:		NE Phelps, NE Red Willow, NE Rock,	
SMSA Counties:		NE Sherman, NE Thomas, NE Valley,	
5920 Omaha, NE-IA	7.6	NE Webster, NE Wheeler	
IA Pottawattamie, NE Douglas,		145 Scottsbluff, NE:	
NE Sarpy		Non-SMSA Counties	5.3
		NE Banner, NE Box Butte, NE Chey-	
		enne, NE Dawes, NE Deuel, NE	
		Garden, NE Kimball, NE Morrill,	
		NE Scotts Bluff, NE Sheridan, NE	
		Sioux, WY Goshen	

GOALS AND TIMETABLES FOR FEMALE PARTICIPATION IN EACH TRADE

Timetables	Goals (Percent)
From April 1, 1980 until further notice	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is by county.

November 3, 1980

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice, which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the **Federal Register** in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the

work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Supplemental Reporting Requirements

- A. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway agency and the Federal Highway Administration.
- C. The Contractor and each covered subcontractor will submit to the State Highway agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-aid Highway Construction Contractors Annual EEO Report), indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. If on-the-job training is being required by "Standard Federal Equal Employment Opportunity Specifications" the contractor will be required to furnish (Form FHWA 1409) "Federal-aid Highway Construction Contractor's Semi-Annual Training Report".

Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

GENERAL DECISION NE030002 06/13/03 NE2
General Decision Number NE030002

Superseded General Decision No. NE020002

State: Nebraska

Construction Type:
HEAVY
HIGHWAY

County(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKE	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

SAUNDERS COUNTY (WEST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA

ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

SUNE2002E 06/16/1999

	Rates	Fringes
CARPENTER	13.30	
CEMENT FINISHER	12.50	
ELECTRICIAN	11.90	
FLAGGER	7.60	
FORM SETTER	10.80	
LABORER	8.30	
MANHOLE BUILDER	10.20	
MECHANIC	12.95	
PAINTER	8.35	
PILE DRIVER LEADPERSON	8.35	
POWER EQUIPMENT OPERATORS:		
Asphalt distributor	9.65	
Asphalt paving machine	12.35	
Asphalt paving machine (screed)	10.45	
Asphalt roller, self-propelled	11.20	
Backhoe excavator (track type)	12.55	
Concrete finishing machine or slip		
form paver	12.80	
Concrete saw operator	11.20	
Concrete cure machine	9.20	
Concrete texture machine	9.20	
Bulldozer or push tractors:		
Less than 115 drawbar h.p.	11.60	
115 drawbar h.p. and over	12.80	
Material stockpiler	10.20	
Motor grader (finisher)	13.15	
Motor grader (rough)	10.90	

Power broom operator	9.15
Roller or compactor, earthwork, self-propelled	10.05
Scraper	12.40
Traveling plant stabilization	11.60
Water tankers:	
Under 6000 gallons	9.65
6000 gallons and over	11.20
All purpose spreader	9.50
Clamshell, dragline, crane, pile driver/shovel	13.60
Dredge pump	9.50
Front end loaders:	
4 cu. yds. or less	11.40
Over 4 cu. yds.	12.10
Hydrohammer	9.60
Loader/backhoe (rubber-tired)	9.85
Power grader machine (trimmer & profiler)	12.80
Skid steer loader	9.50
Tractor (farm type)	9.50
Trenching machine	9.85
Stationary plant (base or stabili- zation)	11.75
Stationary plant (asphalt or concrete)	12.75
Crusher (including those with integral screening plant)	11.75
TRUCK DRIVERS:	
Single axle	8.40
Tandem axle	9.65
Semi-trailer or lowboy	10.85
Transit mix	9.65
WELDER	12.25

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

**SPECIAL PROVISIONS
FOR
FEDERAL AID
PROJECT NO. STPE-2235(3)**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received by the Department of Roads of the State of Nebraska, for Hall County, Nebraska, 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 Metric 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 Metric 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 Contract Provisions, Form FHWA 1273, (Rev. 3-94), and the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity and Standard Federal Equal Employment Opportunity Construction Contract Specifications dated November 3, 1980, are attached to and are a part of this proposal form. The Standard Labor Classifications and Descriptions for Highway Construction dated September 1, 1996, are made a part of these special provisions, through reference.

The General Wage Decision issued under the Davis-Bacon and Related Acts is attached to and is a part of this proposal form.

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

**DISADVANTAGED BUSINESS ENTERPRISES
(S1-8-0801)**

A. Policy

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a "level playing field" and equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this contract.

B. Disadvantaged Business Enterprises Obligation

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a "level playing field" and equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have a "level playing field" and equal opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Failure of the Contractor to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS
(S1-11-1104)**

The bidder certifies, by signing and submitting this bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder also agrees by submitting his or her bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

WORK TO BE DONE BY UTILITIES

According to the best information available at this time it may be necessary for the following utilities to perform work within the limits of the project concurrently with the highway construction work.

Utility Company	Date Authorized/ Notified To Move	Actual/ Anticipated Starting Date	Estimated Number of Working Days	Actual/ Anticipated Completion Date
Utilities will be moved prior to construction.				

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 (S1-45-0805)

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 thirty 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 thirty 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 30 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.

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.

**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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405INFJULY06

CERTIFICATION FOR FEDERAL-AID CONTRACTS.....	23
CONSTRUCTION DETAILS.....	54
CONTROL OF WORK.....	26
DISADVANTAGED BUSINESS ENTERPRISES	22
EROSION CONTROL PLAN.....	54
GENERAL CONDITIONS	22
GENERAL INFORMATION, DEFINITIONS, AND TERMS	27
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	26
LIABILITY INSURANCE	27
MEASUREMENT AND PAYMENT	27
PROPOSAL GUARANTY	56
REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST	25
SPECIAL PROSECUTION AND PROGRESS (Migratory Birds).....	24
STATUS OF RIGHT-OF-WAY.....	24
TEMPORARY TRAFFIC CONTROL DEVICES	54
(Temporary Signs).....	55
(Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and Vertical Panels)	55
TYPE B HIGH INTENSITY WARNING LIGHTS.....	55
WORK TO BE DONE BY UTILITIES	24

NEBRASKA DEPARTMENT OF ROADS

PAGE: 1

DATE: 05/16/06

SCHEDULE OF ITEMS

CONTRACT ID: 4415B1

PROJECT(S): STPE-2235(3)

CALL ORDER NO. : 405

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 GROUP 5L LANDSCAPING						
0001	0001.75 TEMPORARY SIGN DAY	60.000 EACH	.		.	
0002	0030.50 MOBILIZATION	LUMP	LUMP		.	
0003	L435.01 CEPHALANTHUS OCCIDENTALIS (BUTTONBUSH) 225mm-300mm B.R.	231.000 EACH	.		.	
0004	L441.23 CORNUS SERICEA (REDOSIER DOGWOOD) 225mm-300mm B.R.	69.000 EACH	.		.	
0005	L549.88 PRUNUS AMERICANA (AMERICAN WILD PLUM) 500mm-600mm B.R.	124.000 EACH	.		.	
0006	L562.35 RIBES MISSOURIENSE (GOOSEBERRY) 300mm-400mm B.R.	59.000 EACH	.		.	
0007	L569.99 SHEPERDIA ARGENTEA (SILVER BUFFALO BERRY) 400mm-500mm B.R.	51.000 EACH	.		.	
0008	L600.98 SYMPHORICARPOS ORBICULATUS 'ALBA' (SNOWBERRY) 300mm-400mm B.R.	271.000 EACH	.		.	

NEBRASKA DEPARTMENT OF ROADS

PAGE: 2

DATE: 05/16/06

SCHEDULE OF ITEMS

CONTRACT ID: 4415B1

PROJECT(S): STPE-2235(3)

CALL ORDER NO. : 405

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0009	L600.99 SYMPHORICARPOS ORBICULATUS (INDIAN CURRANT CORALBERRY) 300mm-400mm B.R.	147.000 EACH	.		.	
0010	L705.21 ACER SACCHARINUM (SILVER QUEEN MAPLE) 1.8 m - 2.0 m BRANCHED B.R.	4.000 EACH	.		.	
0011	L707.95 AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' (AUTUMN BRILLIANCE SERVICEBERRY) 1.8 m -2.0 m BRANCHED B. R.	93.000 EACH	.		.	
0012	L717.13 CELTIS OCCIDENTALIS (COMMON HACKBERRY) 2.0 m - 2.5 m B&B OR CONTAINER GROWN	28.000 EACH	.		.	
0013	L750.23 FRAXINUS AMERICANA 'AUTUMN PURPLE' (AUTUMN PURPLE ASH) 2.0 m - 2.5 m BRANCHED B.R.	51.000 EACH	.		.	
0014	L750.46 FRAXINUS PENNSYLVANICA 'CIMMERON' (CIMMERON ASH) 2.0 m - 2. 5 m BRANCHED B.R.	102.000 EACH	.		.	
0015	L755.08 FRAXINUS PENNSYLVANICA 'PATMORE' (PATMORE ASH) 2.0 m - 2. 5 m BRANCHED B.R.	150.000 EACH	.		.	
0016	L774.05 MALUS "PRAIRIFIRE" (PRAIRIFIRE CRABAPPLE) 1.8 m - 2.0 m BRANCHED B.R.	89.000 EACH	.		.	

NEBRASKA DEPARTMENT OF ROADS

PAGE: 3

DATE: 05/16/06

SCHEDULE OF ITEMS

CONTRACT ID: 4415B1

PROJECT(S): STPE-2235(3)

CALL ORDER NO. : 405

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0017	L774.18 MALUS 'INDIAN SUMMER' (INDIAN SUMMER CRABAPPLE) 1.8 m - 2.0 m BRANCHED B.R.	62.000 EACH	.		.	
0018	L787.81 PLATANUS AMERICANA (AMERICAN PLANE TREE) 2.0 m - 2.5 m BRANCHED B.R.	13.000 EACH	.		.	
0019	L793.16 POPULUS DELTOIDES 'MIGHTY MOE' (MIGHTY MOE COTTONWOOD) 2.0 m - 2.5 m BRANCHED B. R.	65.000 EACH	.		.	
0020	L800.71 PRUNUS SEROTINA (COMMON BLACK CHERRY) 1. 8 m - 2.0 m BRANCHED B.R.	16.000 EACH	.		.	
0021	L807.21 QUERCUS BICOLOR (SWAMP WHITE OAK) 2.0 m - 2.5 m B&B OR CONTAINER GROWN	19.000 EACH	.		.	
0022	L808.05 QUERCUS RUBRA (NORTHERN RED OAK) 2.0 m - 2.5 m B&B OR CONTAINER GROWN	5.000 EACH	.		.	
0023	L825.51 SALIX INTERIOR (SANDBAR WILLOW) 1.8 m - 2.0 m BRANCHED B.R.	141.000 EACH	.		.	
0024	L835.17 TILIA AMERICANA (AMERICAN LINDEN) 2.0 m - 2.5 m B&B OR CONTAINER GROWN	15.000 EACH	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	