

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

NEBRASKA DEPARTMENT OF ROADS  
LETTING DATE : June 27, 2002

CALL ORDER: N07                      CONTRACT ID: 3648

CONTROL NO./SEQ. NO.: 31648 /000 PROJECT NO.: RD-D3(1014)

TENTATIVE START DATE: 10/21/02                      CONTRACT TIME: 20 WORKING DAYS

LOCATION: DISTRICT 3, DISTRICTWIDE.

IN COUNTY: BURT                      STANTON                      THURSTON

BIDDER

GROUP 3 CONCRETE PAVEMENT  
GROUP 11 TERO TAX

SEE SPECIAL PROVISIONS FOR GROUP TIES

## NOTES

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

THE NUMBER OF \_\_\_\_\_ CONTRACTS WHICH WILL BE ACCEPTED IN THIS LETTING IS LIMITED TO \_\_\_\_.

### **NOTICE TO ALL BIDDERS**

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

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

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

### **LETTING QUESTIONS**

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

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

Required Provisions Supplemental to the  
**Standard Specifications for Highway Construction**

**I. Application**

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

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

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

**II. Equal Opportunity**

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

April 4, 1995

### **III. Employment of Labor**

#### **1. General**

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

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

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

#### **2. Payrolls**

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

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

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

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

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

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

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

April 4, 1995

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

#### **IV. Safety and Accident Prevention**

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

#### **V. Subletting or Assigning the Contract**

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

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

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

April 4, 1995

GENERAL DECISION **NE020002** 03/01/02 NE2  
 General Decision Number **NE020002**

Superseded General Decision No. NE010002

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	HOOVER	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	03/01/2002

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

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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)(v)).

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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  
STATE  
PROJECT NO. RD-D3(1014)**

**GENERAL CONDITIONS**

Sealed bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on June 27, 2002, until 1:30 P.M.

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

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

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

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

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

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

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

GROUPS 3 AND 11 ARE TIED TOGETHER AND BIDDING PROPOSAL FORMS FOR THIS WORK WILL BE ISSUED AND A CONTRACT AWARDED TO A CONTRACTOR WHO IS QUALIFIED FOR CONCRETE PAVEMENT.

THIS PROJECT IS SUBJECT TO TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) TAX AND INDIAN EMPLOYMENT PREFERENCE GOALS.

**TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) TAX**

This project is located partially within the Omaha Indian Reservation and requires that a TERO Tax be paid by the contractor to the Omaha Tribe of Nebraska prior to any work being performed on this contract.

Payment will be made at the Lump Sum contract unit price as set forth below for the item "Tribal Employment Rights Office (TERO) Tax". The tax shall be 3 percent of the contract price

adjusted for the amount that is located within the Omaha Indian Reservation. The following formula shall be used to calculate the TERO Tax:

$$\text{TERO Tax} = \text{TCA} \times 0.8131 \times 0.03$$

where	TCA	=	Total Contract Amount
	0.8131	=	81.31% of the project is within the reservation
	0.03	=	3% of the adjusted contract amount

The contractor will be reimbursed the amount paid upon receipt of proof of payment by the contractor to the Omaha Tribe of Nebraska. In the event that the amount bid for the TERO Tax is less than the amount paid, the contractor will be reimbursed only the amount bid. In the event that the amount bid for the TERO Tax is more than the amount paid, the contractor will be reimbursed only the amount paid up front. The remainder of the amount bid will not be paid until the engineer has made tentative acceptance.

### **TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AGREEMENT**

Prior to submitting a bid, each bidder shall meet with Ed Wolfe, and reach an Indian Employment Agreement (Attachment A). A signed agreement will be required prior to submitting a bid. Mr. Wolfe will be available at his office weekdays from 8:00 a.m. to 11:00 a.m.

Ed Wolfe  
Omaha Tribe of Nebraska  
Tribal Employment Rights Office  
P.O. Box 368  
Macy, NE 68039  
Phone (402) 837-4053

Prior to the award of the contract the apparent low bidder will furnish a signed copy of the agreement to the contracts office.

This Special Provision supplements but does not replace the existing equal employment opportunity and minority business enterprise requirements contained in this contract.

### **PERMIT TO DO BUSINESS ON THE OMAHA RESERVATION**

Prior to commencing work on the project, the contractor will complete and have approved the permit to do work on the reservation (Attachment B). The permit will be obtained from Mr. Ed Wolfe of the Omaha Tribe.

**ATTACHMENT A  
(SAMPLE)**

**TRIBAL EMPLOYMENT RIGHTS OFFICE  
OMAHA TRIBE OF NEBRASKA  
MACY, NEBRASKA**

**AGREEMENT BETWEEN OMAHA TRIBE  
EMPLOYMENT RIGHTS OFFICE  
AND**

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Whereas, this agreement is entered into on this date: .....  
between the Omaha Tribal Employment Rights Office (TERO) and .....,  
(Employer) with respect to employment practices on the Omaha Indian Reservation.

1. CONTRACTOR

That employer agrees to comply with procedures for the selection of Contractors and Subcontractors as set forth by the Omaha Tribe's;

Resolution #84-09: Which establishes the Tribal Employment Rights Office.  
Amended Ordinance #85-21  
Amended Resolution #91-03: Section 15, "Compliance Fee", part 15.1 of the T.E.R.O. Ordinance.

2. EMPLOYMENT PRIORITY

For the hiring of local Indian and Indian Employees T.E.R.O. will maintain a list of available local Indian and Indian Employees in skilled, semi-skilled laborers, and for office/clerical categories.

The TERO Director shall be given at least three (3) business days notice of any vacancy for a new position.

Employer agrees to consider for hire, for a job vacancy or new positions to all available local Indians applicants who meet pre-employment standards.

For the purpose of this agreement, pre-employment standards are those that are directly related to standards of fitness and ability. With a reasonable amount of job training, a person would be able to satisfactorily perform for an entry level job; as well as, jobs at a higher level which would require further training, normally filled by progression from the entry job. This provision applies to people who are not fully qualified through a reasonable amount of training.

**ATTACHMENT A  
(SAMPLE)**

3. PRE-EMPLOYMENT STANDARDS

The employer will not use qualification criteria, or other personnel requirements, as barriers to local Indians or Indian employees, except where such criteria or requirements are by business necessity. However, the employer shall have the burden of showing proof that such criteria or requirements are required by business necessity.

4. TRAINING

The employer agrees that all local Indian and Indian employees will be adequately trained for the positions for which they are hired. All Indian employees will be evaluated and paid according to current employer and company policy. (Davis-Bacon/Omaha Tribal Wage Rates, whichever prevails.)

5. DISCRIMINATION

There shall be no discrimination in the wage rate or fringe benefits for employees on the basis of sex, religion or national origin.

6. EMPLOYMENT GOALS

- (A) The employer agrees that       % of all employees in the skilled, semi-skilled, laborer, or office clerical positions will be filled by local Indians or Indian employees. At the end of one (1) year from the date of this agreement, this provision will be re-examined and re-negotiated.
- (B) If the employer is unable to meet the ..... % of local Indians and Indian employment goal as set forth above, it shall have the burden of justifying the rejection of every local Indian or Indian applicant for any position which becomes available, and will substantiate the criteria process used in hiring for the position as being performed.

7. EMPLOYMENT RIGHTS FEE

Pursuant to Section 15.1 of the Omaha Tribal Employment Rights Ordinance, the employer shall pay a TERO Fee, 1% of \$50,000 or 3% over \$50,000 or more.

8. INSPECTIONS

The TERO Director or designates shall have the right to inspect all sites where employment is taking place under the provisions of this agreement upon the Omaha Indian Reservation.

**ATTACHMENT A  
(SAMPLE)**

9. The employer shall maintain records on all employees who apply for work (including those who were not employed or who were employed but terminated). The files shall reflect his/her name, last known address, and employee craft or category of employment for which such employee is or was available.

If called and not hired, or if later terminated, the file shall reflect the reasons why he/she was not hired or terminated.

Such files shall be available at reasonable times and upon reasonable notice to the TERO Director, Compliance Officer, or the Tribal Employment Rights Office.

10. ASSISTANCE

If the employer deems that an employee's performance is such that he/she is in danger of being suspended or terminated, the employer shall contact TERO for assistance in working out the problems.

11. EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that employer recognizes that its operations will be taking place within a unique cultural setting upon the Omaha Reservation. Employers will consider and take into account Tribal Holidays and other cultural customs, so as to promote rather than hinder the employment of local Indians and Indians on the Omaha Indian Reservation.

12. LAYOFFS

If a layoff is required, the employer shall conduct a layoff consistent with its obligations under Section 4.9 in this agreement to employ local Indians and with the number of Indians up to ..... % of the work force within one (1) year of this agreement. Any layoffs must be justified by business considerations.

13. DURATION

This agreement shall be for a (1) one year period from the time it is entered into, or until the project is completed.

----- <i>Date</i>	----- <i>TERO Director or Designate</i>
----- <i>Date</i>	----- <i>Authorized Company Official</i>
	----- <i>Title</i>

ATTACHMENT B  
(SAMPLE)

APPLICATION FOR A PERMIT  
TO DO BUSINESS ON THE OMAHA RESERVATION

*For Calendar Year .....*

1. **Name of Business:** .....

2. **Form of Business** (*corporation, partnership, sole proprietorship, other*): .....

.....

3. **If corporation, where registered:** .....

4. **Business location(s):** .....

.....

5. **Business telephone(s):** .....

6. **Kind(s) of business:** .....

7. **Owner(s):** ..... **Tribal Member:** Yes ☐ No ☐

..... Yes ☐ No ☐

..... Yes ☐ No ☐

*If a corporation or partnership, list all shareholders or partners:*

.....

.....

8. **Address(es) of Owner(s):** .....

.....

.....

9. **Number of employees during prior calendar year:**

**Year:** ..... **Indians:** ..... **non-Indians:** .....

10. **Gross sales for prior calendar year:** \$ .....

**ATTACHMENT B  
(SAMPLE)**

11. **If a Foreign Corporation, name of statutory agent on the Reservation** (*statutory agent shall be a resident of the Reservation*):

**Name:** .....

**Address:** .....

**Telephone:** .....

12. **If the applicant will engage in any contracting or subcontracting activity, has a contractor/subcontractor Indian preference plan for complying with the Tribe's contract preference ordinance been submitted to the** (*preference enforcement agency*)?

**Yes** ☐ **No** ☐

**Has it been approved?** (*No Business Permit will be granted until a plan has been submitted and approved. Such proof of approval should be submitted with this application.*)

**Yes** ☐ (*approval attached*) **No** ☐ **NA** ☐

13. **Has the applicant submitted a plan to the Tribal Employment Rights Office for complying with the tribe's Indian employment preference ordinance?**

**Yes** ☐ **No** ☐

**Has it been approved?** (*No Business Permit will be granted unless a plan has been submitted and approved. Such proof of approval should be submitted with this application.*)

**Yes** ☐ (*approval attached*) **No** ☐

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I further hereby certify that I have read the applicable ordinances of the ..... Tribe, criteria and procedures and do hereby submit to the jurisdiction provided for therein.

-----  
*Signature of Authorized Official*

-----  
*Date*

-----  
*Typed Name and Title*



## **STATUS OF UTILITIES**

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

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

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

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

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

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

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

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

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

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

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

**105.08 - Authority and Duty of the Inspector**

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

**105.13 – Tentative Acceptance of Portions of the Project**

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

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

**107.14 – Opening of Sections of the Project to Traffic**

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

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

**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 are damage was resulted.)

**SPECIAL PROSECUTION AND PROGRESS  
(Coordination with Others)**

The Department has let Project RD-75-3(1013) to contract in the October, 2001, letting. This project consists of concrete pavement repair on the same section of Highway US-75 contained in Project RD-D3(1014). The Tentative Start Date for Project RD-75-3(1013) is April 15, 2002, and estimated completion date is June 29, 2002.

The Tentative Start Date for Project RD-D3(1014) is October 21, 2002. The Contractor for Project RD-D3(1014) shall schedule his work accordingly so as not to overlap with Project RD-75-3(1013).

**CONSTRUCTION DETAILS**

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

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

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

**CROSS-STITCHING CONCRETE PAVEMENT**

**Description**

This work shall consist of strengthening the pavement structure by cross-stitching the longitudinal and diagonal cracks in areas designated by the engineer. The work shall include drilling the holes, placing the new tie bars, and filling the holes with grout.

### Location of Drill Holes

The drill holes for the deformed bars shall be placed on alternating sides of the crack at maximum 24-inch centers. A minimum of 2 deformed bars per site shall be placed on the longitudinal cracks.

### Equipment

The equipment must be approved by the engineer. The drill used shall be hydraulic, with vacuum removal of drill dust. The drill shall be mounted in a frame which shall hold the drill at a 35 degree angle. The drill shall not be hand held. If the vacuum dust removal system is not available on the drill, provisions shall be made to clean the hole free of dust by some other means. A hydraulic drill is required to minimize damage to the concrete surface.

### Material

Bars shall be No. 5, deformed, of the length "L" required for the depth of the pavement "T" as shown in the plans. The bars shall conform to the requirements of Section 1020 of the 1997 English Edition of the Standard Specifications.

A non-shrink grout from the approved products list for use in cross-stitching operations shall be used. The grout shall be placed according to the manufacturer's recommendations.

### Construction

Cross-stitching Concrete Pavement, as illustrated in the plans shall be accomplished by: (1) drilling a 1-inch diameter hole at a 35-degree angle from the horizontal which intersects the crack at mid-point of the slab; (2) the drill hole shall be started at approximately distance "X" from the crack as shown in the table; (3) the hole shall be drilled to a depth "D" indicated in the table; (4) prior to placing the grout material, the drill hole shall be cleaned of all drilling dust; (5) the drill hole shall be partially filled with grout; (6) the deformed bar of length "L" shown in the table shall be installed in the hole and seated; (7) the hole shall then be filled with grout until it is flush with the surface of the concrete pavement.

### Method of Measurement and Basis of Payment

The Engineer will measure each deformed bar installed and complete in place. Payment for "Cross-Stitching Concrete Pavement" at the contract unit price will be full compensation for work prescribed in this specification.

**DIAMOND GRINDING AND TEXTURING CONCRETE PAVEMENT****DESCRIPTION**

This work shall consist of diamond grinding and texturing the driving lanes of the mainline concrete pavement surface for profile improvement. The outside lanes (if applicable) shall be day lighted as required to prevent any vertical projection in excess of 1/4-inch. The grinding quantities are based on 24' width from Sta. 417+10 to Sta. 509+32 on the Stanton, west section; and 28' width from Sta. 0+00 to Sta. 9+89 and 24' width from Sta. 9+89 to Sta. 408+08 on the Decatur, Northwest Section. Grinding shall not extend across bridges unless specifically designated by the engineer. The work shall be done according to the plans and these Special Provisions. Bridge Exception #24 (8.53) is on the Stanton, West Section and Bridge Exception #75 (150.00) is on the Decatur, Northwest Section.

**PROJECT INFORMATION**

The Stanton, West Section is 8" plain concrete pavement to be ground and constructed in 1992. The surface is 24' wide with 16'-4" skewed joint spacings and has 8' asphaltic concrete shoulders. The other section, Decatur, Northwest, is 8" plain concrete pavement and constructed in 1962. The surface is 24' wide with 16'-4" skewed joint spacings and has earth shoulders. The joints are not doweled. Pertinent data for the original construction project is shown below:

**Eastbound and Westbound:**

Location	Stanton, West
Highway	N-24
Reference Post	7.95 to 9.69
Station	417+10 to 509+32
Bridge Exception	Sta. 447+60 to 449+43

**Northbound and Southbound:**

Location	Decatur, Northwest
Highway	US-75
Reference Post	149.20 to 156.95
Station	0+00 to 408+08
Bridge Exception	Sta. 30+23 to 45+10

Class of Concrete:	47B (30% Coarse Aggregate)
Type of Coarse Aggregate:	Limestone
Source of Coarse Aggregate:	Fort Calhoun Stone Co. (Stanton, West)
	Fort Calhoun, NE
	W. A. Schemmer Limestone (Decatur, NW)
	Logan, IA
	Midwest Limestone Prod. (Decatur, NW)
	Gilmore City, IA

Los Angeles Abrasion (% Wear):	Min. 25, Max. 28, Avg. 27
	Min. 24, Max. 31, Avg. 27
	Min. 23, Max. 31, Avg. 25

The minimum, maximum and average joint faulting in each mile is shown in the following table:

### JOINT FAULT MEASUREMENTS, INCHES

Location	Eastbound			Westbound		
	Min.	Max.	Avg.	Min.	Max.	Avg.
N-24 (7.95 to 9.00) Sta. 417+10 to 476+10	0.01	0.67	0.16	0.00	0.76	0.17
N-24 (9.00 to 9.69) Sta. 476+10 to 509+32	0.00	0.43	0.13	0.02	0.29	0.15
	Northbound			Southbound		
US-75 (149.20 to 150.00) Sta. 0+00 to 41.95	0.00	0.77	0.08	0.00	0.27	0.09
US-75 (150.00 to 151.00) Sta. 41+95 to 94+65	0.00	0.30	0.08	0.00	0.33	0.06
US-75 (151.00 to 152.00) Sta. 94+65 to 148+82	0.02	0.45	0.13	0.00	0.89	0.09
US-75 (152.00 to 153.00) Sta. 148+82 to 201+59	0.00	0.49	0.13	0.00	0.29	0.10
US-75 (153.00 to 154.00) Sta. 201+59 to 245+00	0.00	0.28	0.11	0.00	0.42	0.11
US-75 (154.00 to 155.00) Sta. 245+00 to 306+06	0.00	0.57	0.15	0.00	0.50	0.13
US-75 (155.00 to 156.00) Sta. 306+06 to 358+82	0.00	0.23	0.10	0.00	0.45	0.13
US-75 (156.00 to 156.95) Sta. 358+82 to 408+08	0.00	0.28	0.12	0.02	0.30	0.11

Below are the proportions for 47B concrete pavement:

Class of Concrete	Sacks of Cement per Cu.Yd. (Fixed)	Type of Concrete	Lbs. Total Agg. Per Sack of Cement		Ratio Coarse Agg. To Total Agg. (Percent)	Type of Coarse Aggregate
			Min.	Max.		
47B	6.0	Air-Entrained	480	520	30+3	Limestone

## EQUIPMENT

Grinding and texturing shall be done utilizing diamond blades mounted on self-propelled machines designed for grinding and texturing pavements. The cutting head shall be at least 36 inches wide and consist of many diamond blades with spacers. The equipment shall be such that it will not cause strain or damage to the underlying surface of the pavement. Equipment that causes excessive raveling, aggregate fractures, spalls, or disturbance of transverse or longitudinal joints will not be permitted.

## DIAMOND GRINDINGS

Grinding shall be done in the longitudinal direction so that grinding begins and ends at lines normal to the pavement centerline within one ground area, but not necessarily at the end of each shift or of a working day.

Grinding for profile improvement shall be continuous, within the area designated on the plans. All grinding shall be to full pavement width and shall include at least 90% of the pavement surface within any 100-foot length of pavement.

Grinding shall leave no vertical projection in excess of 1/4-inch on any longitudinal line and at either edge of the portland cement concrete pavement.

This work shall be done only with one lane closed, as shown in the plans. The contractor will also be allowed to maintain a single lane closure overnight during the Diamond Grinding operation if he elects to continue grinding on a 24-hour basis. The lane closure shall be removed upon completion of grinding operation in that lane or when there is no grinding activity scheduled for the next day or the weekend. The contractor will be assessed \$500 for each day the lane closure remains in place without grinding taking place.

Removal of all slurry or residue from the grinding operation shall be continuous. Pavement must be left in a clean condition. Residue from grinding operations shall not be permitted to flow into gutters or other drainage facilities. The residue shall be disposed of on the shoulder foreslopes.

## SMOOTHNESS

The ground and textured pavement will be considered acceptable provided the maximum roughness does not exceed 1.0 inch in any individual 0.10 mile of each vehicle lane, when tested with the California Type Profilograph.

## METHOD OF MEASUREMENT

The quantity of grinding and texturing concrete pavement to be paid for shall be measured in square yards to the nearest 1.0 square yard, completed and accepted by the engineer.

## BASIS OF PAYMENT

The quantity of completed and accepted work, measured as provided herein, shall be paid for at the contract unit price per square yard for the item "Diamond Grinding and Texturing Concrete Pavement." This price shall be full compensation for furnishing all materials, equipment, labor, supplies, tools and incidentals necessary to complete the work.

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

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

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AGREEMENT BETWEEN OMAHA TRIBE EMPLOYMENT RIGHTS OFFICE.....	12
APPLICATION FOR A PERMIT TO DO BUSINESS ON THE OMAHA RESERVATION.....	15
CONSTRUCTION DETAILS .....	19
CONTROL OF WORK.....	18
CROSS-STITCHING CONCRETE PAVEMENT .....	19
DIAMOND GRINDING AND TEXTURING CONCRETE PAVEMENT .....	21
GENERAL CONDITIONS.....	10
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC .....	18
MEASUREMENT AND PAYMENT .....	19
PERMIT TO DO BUSINESS ON THE OMAHA RESERVATION.....	11
PROPOSAL GUARANTY .....	24
SPECIAL PROSECUTION AND PROGRESS	
(Coordination with Others) .....	19
STATUS OF RIGHT-OF-WAY .....	17
STATUS OF UTILITIES .....	17
SUBCONTRACTOR BIDDERS LIST INFORMATION .....	17
TEMPORARY TRAFFIC CONTROL DEVICES .....	19
TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AGREEMENT .....	11
TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) TAX .....	10