

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : June 27, 2002

CALL ORDER: N12 CONTRACT ID: 4903A

CONTROL NO./SEQ. NO.: 49903A /000 PROJECT NO.: PM-L40C(1001)

TENTATIVE START DATE: 08/26/02 CONTRACT TIME: 5 WORKING DAYS

LOCATION: L40C, ALDA LINK.
IN COUNTY: HALL

BIDDER

GROUP 9 BITUMINOUS

NOTES

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

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

NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

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

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Required Provisions Supplemental to the
Standard Specifications for Highway Construction

I. Application

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

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

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

II. Equal Opportunity

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

April 4, 1995

III. Employment of Labor

1. General

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

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

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

2. Payrolls

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

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

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

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

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

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

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

April 4, 1995

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

IV. Safety and Accident Prevention

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

V. Subletting or Assigning the Contract

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

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

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

April 4, 1995

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. PM-L40C(1001)**

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.

Fair labor standards shall be construed to mean such a scale of wages and conditions of employment as are paid and maintained by at least fifty per cent of the contractors in the same business or field of endeavor as the contractor filing this proposal.

STATUS OF UTILITIES

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

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

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

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

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

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

**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.)

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.

TEMPORARY PAVEMENT MARKING

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

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

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

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

SCRUB SEAL

Description.

1. This specification covers the materials and construction requirements for producing and placing a polymer modified asphalt (scrub seal) emulsion intended for use as a surface rejuvenation treatment to fill and seal cracks.

Materials

2. Scrub Seal Emulsion. Scrub seal emulsion shall meet requirements of Subsection 1032 of the Standard Specifications except as modified herein. The seal shall be smooth and homogeneous, be polymer modified, contain an asphalt rejuvenator and shall comply with the following requirements:

Table 1

Tests on scrub Seal Emulsion	Minimum	Maximum	Test Method
Saybolt Furol Viscosity, SFS @ 25° C	30	100	AASHTO T59
Storage Stability Test ^(a) , 24 hr., %	--	1	AASHTO T59
Demulsibility, 35 ml of 0.02N, CaCl ₂ , %	--	60	AASHTO T59
Sieve Test ^(b) , %	--	0.1	AASHTO T59
Residue by Distillation ^(c) @ 205° C, %	60	--	AASHTO T59
Oil Distillate by Volume, %		3	AASHTO T59

Table 2

Tests on Residue from Distillation	Minimum	Maximum	Test Method
Penetration @ 25°C, 5 sec, 100 g, dmm	100	300	AASHTO T49
Float Test @ 60 °C, sec	1200	--	AASHTO T50
Ash, %	--	1	AASHTO T111
Elastic Recovery, 10 °C, 200 mm	30	--	AASHTO T301
Elongation, 60 min. recovery, %			
Saturates ^(d) , %		20	ASTM D4124

(a) Upon examination of the test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance but shall be a homogeneous brown color throughout.

(b) A percentage of 0.30 is acceptable for samples taken at the point of use or shipped to the Central Laboratory for testing.

(c) AASHTO T59 with modifications to include 205±5C maximum temperature to be held for 15 minutes.

(d) ASTM D 4124 with modification to use Alumina, CG-20 Grade.

2.2 Mineral Aggregate. Mineral aggregate for scrub seal shall have a soundness loss of not more than 5 percent by mass at the end of 5 cycles using sodium sulfate solution. The mineral aggregate gradations shall conform to Table 3.

Table 3

Scrub Seal Aggregate Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
3/8 inch (9.5mm)	100	0
No. 4 (4.75mm)	97	+3
No.10 (2.0 mm)	60	±20
No.50 (300µm)	18	±12
No. 100 (150µm)	5	±5

2.3 Special Additives. These additives include any other material added to the mixture or to any of the component material to provide the required properties. All additives shall be supplied by the emulsion manufacturer. The type of rejuvenating agent, shall be stated and supplied to the NDR prior to the start of construction for approval or be material from the Approved Products List.

2.4 Material Acceptance. Prior to beginning work, the scrub seal emulsion manufacturer shall supply a set of certified test results for the material being supplied, indicating compliance with all specified material properties. Furthermore, for each load of scrub seal emulsion the manufacturer shall furnish a certification stating that the emulsion and any special additives are the same as those which were prequalified and that all materials meet the specifications. At least one sample of emulsion will be taken by the Engineer during the project and submitted to the Central Laboratory for confirmation purposes.

2.5 All aggregates will be sampled, tested and approved by the Engineer, prior to use.

2.6 Water shall conform to the requirements of Subsection 1005.

EQUIPMENT.

3.1 The aggregate spreader shall conform to the requirements of Subsection 501. The self-propelled aggregate spreader shall be capable of evenly spreading aggregate in a width of 8 to 14 feet (2.4 to 4.2 meters) at a minimum rate of 12 pounds per square yard (6.5 kg per square meter).

3.2 The pneumatic tire roller(s) shall meet the requirements of Paragraph 5. of Subsection 515.03 and sufficient in weight to embed the aggregate into the emulsion.

3.3 The brooms used in the scrub seal process shall be constructed to meet the nominal dimensions in figure 1, using the following bill of materials. The final assembly shall be constructed with the nominal dimensions and the arrangement shown in the figure 1.

Table 4

Qty.	Nominal Dimension	Qty.	Dimension
2	2x6x7 ft. (50x150x2130 mm) wood member	112	3/16 in. (4.76 mm) nuts
4	2x6x8 ft. (50x150x2440 mm) wood member	112	3/16 in. (4.76 mm) flat washers
2	2x6x12 ft. (50x150x3660 mm) wood member	112	3/16 in. (4.76 mm) lock washers
2	2x6x14 ft. (50x150x4270 mm) wood member	112	3/16 x 5 in. (4.76 x 127 mm) carriage bolts
35	Street brooms with nylon bristles 3-1/2 in. W x 6 in. H x 16 in. L (90mm W x 150mm H x 405mm L)	2	3/8 in. x 2 ft. (9.53 mm x 610 mm) chain with hooks (minimum)
Weights as determined by the Engineer		2	3/8 x 6 in. (9.53 mm x 152.4 mm) bolts, nuts, washers and lock washers

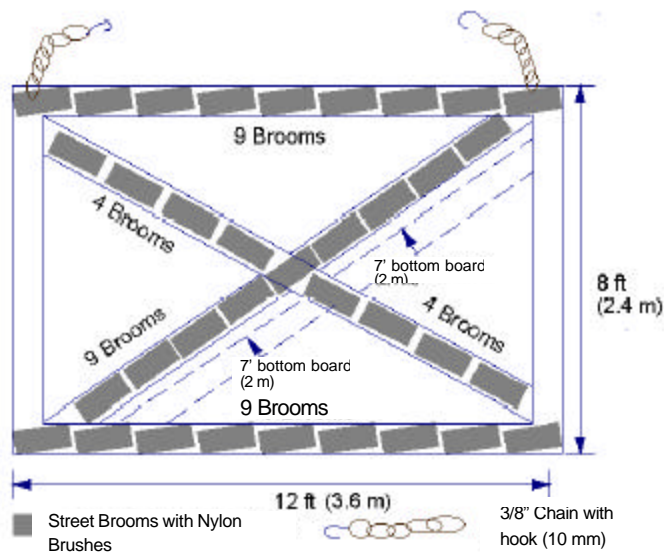


Figure 1

CONSTRUCTION REQUIREMENTS

4.1 Surface Preparation. Immediately prior to applying the scrub seal emulsion, the surface shall be thoroughly cleaned of all vegetation, loose materials, dirt, mud, and other foreign materials.

4.2 Application. Scrub seal emulsion shall be uniformly applied with a pressure distributor at the rate specified in the contract, or as revised by the Engineer. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform surface.

4.3 Physical Characteristics for Scrub Seal.

Table 5

Properties	Minimum	Maximum
Application rate of emulsion, gallons/yd ² (liters/meter ²) ^(e)	0.14 (0.63)	0.18 (0.82)
Emulsion Temperature F (C)	110 (44)	160 (71)
Application rate of aggregate, pounds/yd ² (kg/meter ²)	12 (6.5)	15 (8.1)
Pavement Temperature, F (C)	70 (21)	90 (32)
Time of set prior to opening, hours ^(f)	2	--
Number of roller passes	2	--

(e) The application rate may be adjusted by the Engineer.

(f) The final decision for opening will be made by the Engineer.

4.4 Method of Placement. After proper surface preparation, a distributor truck shall place the scrub seal emulsion at the prescribed rate. The distributor truck shall pull a broom assembly to sweep and spread the emulsion uniformly on the surface and into the cracks of the pavement.

4.4.a. Fine aggregate shall be placed immediately after the application of the emulsion by a self-propelled aggregate spreader. Immediately following the aggregate spreader shall be a truck pulling a second broom assembly to combine the aggregate with the emulsion.

4.4.b. The pneumatic tire roller shall immediately follow the second broom and make a minimum of 2 passes.

4.5 The scrub seal emulsion shall not be placed when any of the following conditions exists: (1) the temperature of the surface on which the mixture is to be placed is below 70 °F (21 °C) or above 90 °F (32 °C), (2) on any wet surface, (3) local weather forecasts predict rain or air temperatures below 60 °F (16 °C), or (4) weather conditions prevent the proper handling or finishing of the mixture.

4.6 Any traffic damaged or marred areas shall be repaired by the Contractor at no additional charge.

5. METHOD OF MEASUREMENT.

Scrub Seal Emulsified Asphalt is measured in gallons (liters). Refinery certified volume shall be used as a basis of measurement of the emulsified asphalt if the entire shipment is used.

Scrub Seal Aggregate will be measured by the cubic yard (cubic meter) at the point of delivery. The Contractor is required to strike off the material to uniform height for volume determination.

6. BASIS OF PAYMENT.

Scrub Seal Emulsified Asphalt, which are outside the specified property ranges, shall be paid for at the contract unit price per gallon (liter) multiplied by the product of the pay factors determined in Table 503.01 A of the Standard Specifications.

Scrub Seal Aggregate will be paid for by the cubic yard (cubic meter).

Payment is full compensation for all work prescribed in this specification.

CONSTRUCTION SIGN REMOVAL

In the event State forces are not available for striping upon completion of project, the Contractor will be required to cover the following permanent construction signs:

1. Road Work ½ Mile
2. Reduce Speed Loose Gravel on Surface
3. Road Work Next XX Mile
4. End Road Work
5. Thank You Drive Safely
6. Fines for Speeding Doubled in Work Zones
7. Fines Double

The remaining permanent construction signs will remain uncovered and be left in place.

District personnel will notify the Contractor as to the completion date of the striping. Payment for signing ends on the day that the Contractor is notified of the striping completion date. The Contractor will then have seven calendar days, beginning on the next day after the completion of the striping, to remove all construction signs.

Failure to remove the construction signs within this seven calendar day period will result in the resumption of the working day count, which will begin on the eighth calendar day following the completion of striping and will continue for each calendar day that the signs are in place.

**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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