

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : August 01, 2002

CALL ORDER: N06 CONTRACT ID: 2987A

CONTROL NO./SEQ. NO.: 21987A /000 PROJECT NO.: STR-80-9(1137)

TENTATIVE START DATE: 09/13/02 CONTRACT TIME: 24 WORKING DAYS

LOCATION: ON I-80, IN OMAHA.
IN COUNTY: DOUGLAS

BIDDER

GROUP 6 BRIDGE AT STA. 735+65.54
GROUP 6A BRIDGE AT STA. 735+65.54
GROUP 6B BRIDGE AT STA. 11+74.56
GROUP 6C BRIDGE AT STA. 1064+63.43
GROUP 6D BRIDGE AT STA. 1286+63
GROUP 10 GENERAL ITEMS

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

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. STR-80-9(1137)**

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 August 1, 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.

GROUPS 6, 6A, 6B, 6C, 6D, AND 10 ARE TIED TOGETHER AND BIDDING PROPOSAL FORMS FOR THIS WORK WILL BE ISSUED AND A CONTRACT AWARDED TO A CONTRACTOR WHO IS QUALIFIED FOR BRIDGES.

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 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.)

AWARD AND EXECUTION OF CONTRACT

The first sentence of Subsection 103.03 in the Standard Specifications is void and superseded by the following:

The bidder to whom the contract is awarded shall furnish within 5 days after the award, a contract bond, in a sum equal to the full amount of the contract.

The first sentence of Subsection 103.04 is void and superseded by the following:

The contract shall be signed by the successful bidder and returned, together with a satisfactory bond, within 5 days from the date of award.

Paragraph 1.a. of Subsection 103.05 is void and superseded by the following:

- a. Fails to file an acceptable performance bond within 5 days from the date of award.

SPECIAL PROSECUTION AND PROGRESS (Phasing and Time Allowance)

I. General

The work contained in this proposal is divided into five work sites and it is also time sensitive due to the large volumes of traffic at each of the work sites. Work at each site shall be accomplished during weekend periods, as defined elsewhere in this provision, with the exception of the slope protection work at Site 3, which will be assigned a working day allowance. The weekends assigned for this work coincide with away dates or off-weekends of UNL football games.

It is expected that all work at a site shall be completed within the allotted weekend limit and that normal traffic will resume at the time specified. In case inclement weather occurs after the start of work during a weekend period, the Contractor shall be prepared to adjust to this situation and complete the work accordingly; inclement weather will not be grounds for a time extension. The Contractor will be allowed to work at more than one site during any weekend period.

Individual lane closure and road closure assessments, per site, shall apply for failure to complete the work and have the roadways open to normal traffic, as specified. These individual assessments are defined elsewhere in this proposal and shall be in addition to project liquidated damages.

All lanes shall be open to traffic on those days the University of Nebraska has a home football game.

II. Weekends of Work

A. September, 2002

1. 9-13 to 9-16
2. 9-20 to 9-23
3. 9-27 to 9-30

B. October, 2002

1. 10-18 to 10-21
2. 10-25 to 10-28

C. November, 2002

1. 11-15 to 11-18

III. Work Sites and Time Allowances

A. Site 1 – The westbound I-80 bridge, Structure #S080-44606L @ Sta. 735+65.54 in the I-80/I-680 interchange.

1. Weekend hours for this work are from 7:00 p.m. Friday to 6:00 a.m. of the following Monday.
2. Two weekends are allowed for this work.
3. The entire westbound I-80 roadway shall be closed during each repair weekend with traffic detoured to the “I” St. – “L” St. – “Q” St. C-D road.
4. It is assumed that the Contractor will repair one end of the bridge during each weekend period; however, the Contractor has the option to repair both ends during one weekend period.

B. Site 1A – The eastbound I-80 bridge, Structure #S080-44606R @ Sta. 735+65.54 in the I-80/I-680 interchange.

1. Weekend hours for this work are from 10:00 a.m. Friday to 6:00 a.m. of the following Monday.
2. Two weekends are allowed for this work.
3. Repairs at both ends of the bridge will be accomplished under traffic one-half at a time. One lane of eastbound traffic will be maintained during the repair weekend.
4. Longitudinal saw cuts on the existing approach slabs shall be made at an existing lane line, as per the plans.

C. Site 2 – The westbound I-80 exit ramp over the Big Papio Creek (to 84th St.), Structure #S080-44846A, Sta. 11+74.56.

1. Weekend hours for this work are from 7:00 p.m. Friday to 6:00 a.m. of the following Monday.
2. One weekend is allowed for this work.
3. This exit ramp shall be closed during the repair weekend with traffic directed to use the 72nd St. exit ramp or use I-680.

- D. Site 2A – The eastbound I-80 bridge over the Big Papio Creek, Structure #S080-44846R, Sta. 1064+63.43.
1. Weekend hours for this work are from 7:00 p.m. Friday to 6:00 a.m. of the following Monday.
 2. Two weekends are allowed for this work.
 3. The first weekend the Contractor shall repair the inside shoulder and the two adjacent driving lanes. Longitudinal saw cuts on the existing approach slabs shall be made at an existing lane line, as per the plans. Traffic shall be maintained on two mainline eastbound I-80 lanes, the southbound 84th St. on-loop lane and the northbound 84th St. on-ramp lane shall be maintained during this period.
 4. The last weekend, the Contractor shall repair the remaining area. Longitudinal saw cuts on the existing approach slabs shall be made as per the plans. Traffic shall be maintained on two mainline I-80 eastbound lanes and the northbound 84th St. on-ramp lane shall be maintained during this period. The southbound 84th St. on-loop will be closed.
 5. Longitudinal saw cuts on the existing approach slabs shall be made at an existing lane line, as per the plans.
- E Site 3– The 32nd St. bridge over I-80, Structure #S080-45266, Sta. 1286+63.
1. Weekend hours for this work associated with the bridge deck are from 7:00 p.m. Friday to 6:00 a.m. of the following Monday.
 2. One weekend is allowed for the bridge deck work.
 3. 32nd St. shall be closed during the repair weekend.
 4. Ten working days shall be allowed for the slope protection work. A shoulder closure will be allowed on I-80 during non-peak hours to accomplish this slope protection work. Peak hours for I-80 are from 6:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 7:00 p.m., Monday through Friday. Shoulder closures on I-80 will be allowed between 7:00 p.m. Friday and 6:00 a.m. of the following Monday. The slope protection work is not tied to a weekend period and may be performed at any time. However, once this work begins, the Contractor shall complete this work as expeditiously as possible. This work will also have its own project liquidated damages.

PROJECT LIQUIDATE DAMAGES

I. Project Liquidated Damages for Bridge Repair Work

Project Liquidated Damages for the bridge repair work will be computed similar to paragraph 2., Subsection 108.08, in the 1997 Standard Specifications.

Since the time allowance for this project is defined as six weekend periods, the “T” component of the Liquidated Damage formula shall be converted to calendar days as follows:

- One weekend period (7:00 p.m. Friday to 6:00 a.m. the following Monday) = 59 hours.
- 59 hours divided by 24 hours/day = 2.46 calendar days; therefore, USE 2.5 calendar days per weekend period.
- Five weekend periods x 2.5 calendar days per weekend period = 12.5 calendar days for “T”.

The “C” component of the Liquidated Damage formula for the bridge repair work shall be determined as follows:

- “C” = Original contract amount minus the bid amount for “Concrete Slope Protection” = C_{BR}

Based on the above determinations for “T” and “ C_{BR} ”, the Liquidated Damage formula in paragraph 2., Subsection 108.08, is amended as follows:

- $LD_{CD} = (R \times C_{BR}) / T = (0.12 \times C_{BR}) / 12.5 = \text{“Liquidated Damage Cost per Calendar Day”}$.

The “Liquidated Damage Cost per Calendar Day (LD_{CD})” must now be multiplied by 2.5 calendar days per weekend period to determine the “Project Liquidated Damage Cost per Weekend Period (LD_{WP})”. Therefore, the **project liquidated damages** are as follows:

- **$LD_{WD} = LD_{CD} \times 2.5$**

It should be noted that if the project is not completed within the six weekend periods in 2002, the repairs shall resume on the weekend of April 4-7, 2003. The LD_{WD} will resume at that time also and will continue per weekend period until the project is completed.

II. Project Liquidated Damages for Concrete Slope Protection

Project Liquidated Damages for the concrete slope protection work will be computed similar to paragraph 2., Subsection 108.08, in the 1997 Standard Specifications.

The time allowance for the concrete slope protection work is 10 working days; therefore, the “T” component in the liquidated damage formula is “T” = 10.

The “C” component in the liquidated damage formula for the concrete slope protection shall be determined as follows:

- “C” = The bid amount for concrete slope protection – “ C_{CSP} ”

Based on the above determinations for “T” and “ C_{CSP} ”, the Liquidated Damage formula (for the concrete slope protection work) in paragraph 2., Subsection 108.08, is amended as follows:

- **$LD_{CSP} = (R \times C_{CSP}) / T = (0.06 \times C_{CSP}) / 10$**

LANE CLOSURE AND ROAD CLOSURE ASSESSMENT

Traffic volumes on these roadways are very high and lane closures during rush hour cause delays and create the potential for accidents. Detours for the closed roadways also cause delays due to the circuitous detour routes. Lane closure and road closure assessments, at each of the five work sites, are for the Contractor’s failure to complete the work and have the lane or roadway open to traffic by the designated time. These assessments are in addition to project liquidated damages (LD_{WP} and LD_{CSP}).

The formula used to determine the roadway closure and lane closure assessments is as follows:

$$\text{Cost} = \text{Average Vehicles per hour} \times \text{Delay} \times \text{Cost-Occupancy Factor}$$

Where: Average vehicles per hour = ADT / 24 hours

Delay = delay time in minutes

Cost-Occupancy Factor = \$0.16

I. Site 1 Roadway Closure Assessment

ADT = 16,870

Average vehicles per hour = 16,870 / 24 hours = 703 avph

Delay = estimated at 15 minutes

$$\begin{aligned} \text{Site 1 Roadway Closure Assessment} &= \text{avph} \times \text{delay} \times \$0.16 \\ &= 703 \times 15 \times \$0.16 \\ &= \$1,687 / \text{hour} \rightarrow \text{Use } \underline{\$1,685 / \text{hour}} \end{aligned}$$

II. Site 1A Lane Closure Assessment

ADT = 21,330

Average vehicles per hour = 21,330 / 24 hours = 889 avph

Delay = estimated at 15 minutes

$$\begin{aligned} \text{Site 1A Lane Closure Assessment} &= \text{avph} \times \text{delay} \times \$0.16 \\ &= 889 \times 15 \times \$0.16 \\ &= \$2,133 / \text{hour} \rightarrow \text{Use } \underline{\$2,135 / \text{hour}} \end{aligned}$$

III. Site 2 Roadway Closure Assessment

ADT = 6,600

Average vehicles per hour = 6,600 / 24 hours = 275 avph

Delay = estimated at 10 minutes

$$\begin{aligned} \text{Site 2 Roadway Closure Assessment} &= \text{avph} \times \text{delay} \times \$0.16 \\ &= 275 \times 10 \times \$0.16 \\ &= \$440 / \text{hour} \end{aligned}$$

IV. Site 2A Lane Closure Assessment

ADT = 48,500

Average vehicles per hour = 48,500 / 24 hours = 2,021

Delay = estimated at 10 minutes

$$\begin{aligned} \text{Site 2A Lane Closure Assessment} &= \text{avph} \times \text{delay} \times \$0.16 \\ &= 2,021 \times 10 \times \$0.16 \\ &= \$3,233 / \text{hour} \rightarrow \text{Use } \underline{\$3,235 / \text{hour}} \end{aligned}$$

V. Site 3 Roadway Closure Assessment

ADT = 4,000

Average vehicles per hour = 167

Delay = estimated at 5 minutes

Site 3 Roadway Closure Assessment = avph x delay x \$0.16
= 167 x 5 x \$0.16
= \$133 / hour → Use \$135 / hour

PROJECT INCENTIVE

A ten percent incentive payment will be awarded to the Contractor for completing the work contained in this contract provided the following conditions are met:

1. All work is completed on or before 6:00 a.m. November 18, 2002, with all traffic control devices removed from the project and all lanes and ramps open to normal traffic.
2. No lane closure assessments or road closure assessments have been assessed.

The maximum incentive payment shall be limited to \$50,000 and the amount of the incentive payment shall be determined as follows:

1. Incentive payment = the original contract amount times 0.10.

SPECIAL PROSECUTION AND PROGRESS (CLOSURES)

I. PROCEDURE FOR I-80 MAINLINE AND RAMP CLOSURE

The Contractor shall provide a written work plan to the Engineer for each of the 6 weekends described in the Special Provisions on the Monday before an upcoming work weekend. The work plan shall describe which sites the Contractor plans to work on during the upcoming weekend and any set-up work he or she plans to perform before the closure.

II. PROCEDURE FOR CLOSING 32ND STREET

The Contractor shall advise the City of Omaha and the Engineer a minimum of 48 hours prior to closing the 32nd Street bridge. If the 48-hour time period falls on a weekend or a holiday, the notification shall be given 72 hours prior to the lane closures.

The City of Omaha shall be notified prior to any of the closures by calling Lionel Oropeza of Traffic Engineering, at (402) 444-4978.

**SPECIAL PROSECUTION AND PROGRESS
(Holidays and UNL Football Game Day)**

The Contractor will be required to schedule his operations in a manner to have all traffic lanes open to traffic on the following holidays:

Memorial Day and Labor Day weekends – these holiday weekends shall begin at 3:00 p.m., Friday, and shall include the remainder of Friday and all day Saturday, Sunday and the Monday holiday.

- July 4th - If July 4th falls on a Monday or Friday, the Saturday and Sunday either preceding or following July 4th shall be included as part of the holiday.
- If July 4th falls on either Tuesday, Wednesday or Thursday, only that day will be considered as the holiday.
- If July 4th falls on a Saturday or Sunday, the day preceding and the day following July 4th shall be included as part of the holiday.
- The July 4th holiday shall begin at 3:00 p.m. on the day preceding the first day of the July 4th holiday, as defined above.

The Contractor will also be required to have all traffic lanes open to traffic on any day that the University of Nebraska has a home football game.

Failure to have all traffic lanes open to traffic, as specified, on these holidays or UNL home football game day will result in a liquidated damage assessment of \$5,000 per occurrence. This assessment will be in addition to other liquidated damages described elsewhere in this proposal or in the Standard Specifications used for this project.

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 RAISED PAVEMENT MARKER

Paragraph 1. of Subsection 422.05 in the Supplemental Specifications is amended to include the following:

Pay Item	Pay Unit
Temporary Raised Pavement Marker	Each (ea)

**FLY ASH
(S10-5-0801)**

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

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

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

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

1045.03 -- Steel Plate Substitution

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

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

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

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

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

**DOWEL BARS
(S10-5-0801)**

Subsection 1022.02 in the Standard Specifications is amended to include the following:

In addition to these certificates, two 1.8 meter samples of the coated bar (for tension testing and bend testing) of each size bar and each heat number shall be sent to the NDR Materials and Research Laboratory, Lincoln, Nebraska. These bars will be properly identified with tags showing the size and heat number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subsection 1058.02 in the Supplemental Specifications is void.

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

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

ELASTOMERIC BEARINGS AND LAMINATED BEARING PADS (S10-5-0202)

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

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

Paragraph 3. of Subsection 1068.02 is void.

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

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

1020.01 - Description

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

1020.02 - Material Characteristics

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

1020.03 - Acceptance Requirements

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

REPAIR CONCRETE FOR BRIDGES AND APPROACHES

The concrete for repair of bridges and bridge approaches shall be 47BD-4000 as described in Table 1002.02 of the *2001 Supplement to the Standard Specifications* with the following modifications:

The cement shall be Type III.

The amount of cement shall be at least 705 pounds per cubic yard.

No fly ash shall be permitted in the mix.

The water/cement ratio shall be no more than 0.38.

No concrete may be placed later than 12 hours prior to opening traffic.

A bond breaker shall be used in the construction joint between the new concrete and the existing concrete when construction is accomplished one-half at a time, as shown in the plans.

**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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