

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION ACCEPTING RECOMMENDATION OF LOW BIDDER AND AUTHORIZING**  
**CHAIRMAN TO SIGN RESOLUTION AND CONTRACTS FOR IMPROVEMENTS TO**  
**SCHOOL SIDEWALK ROUTE NEAR PAPILLION-RUMSEY STATION ELEMENTARY IN**  
**SARPY COUNTY, NEBRASKA**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

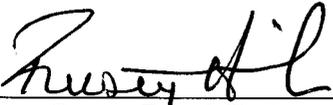
WHEREAS, by Resolution No. 2007-228, Sarpy County entered into an Agreement with the State of Nebraska to use funding from the Safe Routes to School Program for Project No. SRTS-77(53) State Control No. 22270 for improvements of the school sidewalk route near Papillion-Rumsey Station Elementary; in Sarpy County; and,

WHEREAS, by Resolution No. 2012-299, Sarpy County entered into a Construction Engineering Agreement with the State of Nebraska for services in conjunction with the above stated improvements of in Sarpy County; and,

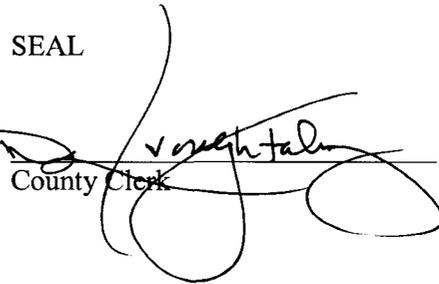
WHEREAS, the State received bids for the construction of the proposed improvements and is recommending that the contract should be awarded to the lowest bidder, which is Tab Holding Company, Inc., DBA Tab Construction, Omaha, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the County Board hereby accepts the recommendation to award the contract to the lowest bidder, Tab Holding Company, Inc., DBA Tab Construction, Omaha, Nebraska and hereby approves the State's resolution and authorizes the Chairman to execute the State's resolution, the contracts and other documents associated with the improvements described above and in the Agreements.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23<sup>rd</sup> day of October, 2012.

  
Sarpy County Board Chairman



Attest  
SEAL  
  
County Clerk



## SARPY COUNTY

Dennis L. Wilson, P.E., PhD  
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT  
15100 South 84th Street • Papillion, NE 68046-2895  
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

# MEMORANDUM

**To:** Sarpy County Board of Commissioners

**From:** Dennis L. Wilson, Sarpy County Engineer 

**Subject:** SRTS-77(53) Safe Routes to School Construction Bid

**Date:** October 15, 2012

On October 4, 2012 the Nebraska Department of Road opened bids for the Safe Routes to School Rumsey Station Construction project. The State received 6 bids with the low bid coming from TAB Holding Company of Omaha, with a bid of \$ 99,818.15. The Engineers Estimate for the project was \$ 95,479.50.

After reviewing the bid tabs and unit prices, the extended total from TAB Holding Company was in excess of the Engineers Estimate by a total of \$ 4,338.65. The Pubic Works Department believes the bid price reflected the July 15, 2013 Start Date.

The Sarpy County Engineer recommends that the bid from TAB Holding Company based on the unit pricing totals of \$ 99,818.15 be approved. Also Sarpy County will be reimbursed 80% of the total.

DLW/bjh

**RESOLUTION**

WHEREAS, there has been signed by the County of Sarpy on the 11th day of September, 2007, and the State on the 20th day of September, 2007, an agreement providing for the construction of a Federal Aid Project at the following location: Safety crossing improvements at locations adjacent to the Papillion-Rumsey Station Elementary School; intersection of 66<sup>th</sup> and Savannah Drive; Savannah Drive and Eagle Ridge Drive; Eagle Ridge Drive and Betsy Drive; at the school drive onto Savannah Drive.

, and

WHEREAS, in the above agreement, the County has pledged sufficient funds to finance its share of the cost of the construction of this project identified as SRTS-77(53), and

WHEREAS, the above mentioned agreement provided that the County would pay costs as set forth in the agreement, and

WHEREAS, the State and the County received bids for the construction of this project on October 4, 2012 at which time 3 bids were received for the construction of this proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Tab Holding Company, Inc., DBA Tab Construction, Omaha, NE  
Concrete Pavement, Electrical, General Items: \$99,818.15

NOW THEREFORE, in consideration of the above facts, the Board of Commissioners of the County of Sarpy, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the County hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Board hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Board hereby authorizes the Chairman to sign the contract(s) with the above mentioned contractor(s) for the above mentioned work on behalf of the County.

DATED THIS 22<sup>nd</sup> DAY OF October, A.D. 2012



ATTEST:

[Signature]  
(County Clerk)

BOARD OF COUNTY COMMISSIONERS  
OF SARPY COUNTY.  
[Signature]  
(Chairman)

Board Member Tom Richards  
moved the adoption of said resolution.

Roll Call: 5 yea, 0 nay.

Resolution adopted, signed and billed as adopted.

**ORIGINAL**

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/04/12

PAGE : 2

VENDOR RANKING

CALL ORDER : 210  
LETTING DATE : 10/04/12  
CONTRACT DESCRIPTION :  
RUMSEY STATION ELEMENTARY, PAPHILLION

CONTRACT ID : 2270X  
DISTRICT : 2

COUNTIES : SARPY

PROJECT(S) : SRTS-77(53)

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VENDOR NO.                      BID NOTES  
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RANK	VENDOR NO./NAME	TOTAL BID	% OVER LOW BID
1	2364                      TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION	\$            99,818.15	100.0000%
2	2341                      SWAIN CONSTRUCTION, INC.	\$            101,963.69	102.1494%
3	3709                      NAVARRO ENTERPRISE CONSTRUCTION, INC.	\$            119,510.70	119.7284%

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# ORIGINAL

## TABULATION OF BIDS

CALL ORDER : 210  
LETTING DATE : 10/04/12 1:30 PMCONTRACT ID : 2270X  
DISTRICT : 2

COUNTIES : SARPY

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 1 ) 2364 TAB CONST. (TAB HOLDING CO.		( 2 ) 2341 SWAIN CONSTRUCTION, INC.		( 3 ) 3709 NAVARRO ENTERPRISE CONSTRUCTION	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 GROUP 3 CONCRETE PAVEMENT								
0001 0030.30 MOBILIZATION		LUMP	6000.00000	6000.00	7872.87000	7872.87	10000.00000	10000.00
0002 1009.00 GENERAL CLEARING AND GRUBBING		LUMP	8250.00000	8250.00	1965.77000	1965.77	5000.00000	5000.00
0003 1101.00 REMOVE PAVEMENT	550.000	SY	16.40000	9020.00	9.39000	5164.50	12.00000	6600.00
0004 1107.00 REMOVE WALK	119.000	SY	9.10000	1082.90	14.31000	1702.89	9.00000	1071.00
0005 3016.05 CONCRETE CLASS 47B-3000 SIDEWALK 5"	385.000	SY	39.20000	15092.00	42.74000	16454.90	58.00000	22330.00
0006 3016.39 DETECTABLE WARNING PANEL	160.000	SF	16.45000	2632.00	23.98000	3836.80	35.00000	5600.00
0007 3075.22 7" CONCRETE PAVEMENT, CLASS 47B-3500	343.000	SY	41.15000	14114.45	44.82000	15373.26	38.00000	13034.00
0008 4900.55 INSTALL TRAFFIC SIGN	10.000	EACH	85.65000	856.50	89.56000	895.60	88.00000	880.00
0009 7308.10 REMOVE SIGN	7.000	EACH	65.00000	455.00	67.17000	470.19	66.00000	462.00
0010 7316.00 SIGN	23.000	EACH	255.00000	5865.00	283.22000	6514.06	278.30000	6400.90
0011 7333.05 POST	1.000	EACH	286.90000	286.90	300.01000	300.01	294.80000	294.80
0012 7390.00 REMOVE SIGN AND POST	4.000	EACH	96.35000	385.40	100.75000	403.00	99.00000	396.00
0013 7390.02 RELOCATE SIGN	5.000	EACH	150.00000	750.00	156.72000	783.60	154.00000	770.00
0014 7512.14 24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	784.000	LF	20.20000	15836.80	22.17000	17381.28	21.45000	16816.80
0015 9111.00 WATER	1.000	MGAL	50.00000	50.00	125.90000	125.90	238.00000	238.00
0016 9173.20 SUBGRADE PREPARATION	343.000	SY	6.80000	2332.40	5.07000	1739.01	5.00000	1715.00
0017 L010.00 SODDING	350.000	SY	8.00000	2800.00	7.28000	2548.00	11.00000	3850.00
SECTION TOTALS			\$	85,809.35	\$	83,531.64	\$	95,458.50
SECTION 0002 GROUP 8B ELECTRICAL								

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/04/12

TABULATION OF BIDS

PAGE : 210 -4

CALL ORDER : 210  
LETTING DATE : 10/04/12 1:30 PM

CONTRACT ID : 2270X  
DISTRICT : 2

COUNTIES : SARPY

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 1 ) 2364 TAB CONST. (TAB HOLDING CO.		( 2 ) 2341 SWAIN CONSTRUCTION, INC.		( 3 ) 3709 NAVARRO ENTERPRISE CONSTRUCTION	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0018 0030.80 MOBILIZATION		LUMP	900.00000	900.00	1097.06000	1097.06	1500.00000	1500.00
0019 A003.00 FLASHING BEACON	2.000	EACH	3045.00000	6090.00	3182.59000	6365.18	3127.30000	6254.60
0020 A006.83 PEDESTAL POLE, TYPE PP-12	2.000	EACH	1332.00000	2664.00	1393.71000	2787.42	1369.50000	2739.00
0021 A070.18 3-INCH CONDUIT IN TRENCH	40.000	LF	14.75000	590.00	15.41000	616.40	15.15000	606.00
0022 A077.17 7/C #14 AWG TRAFFIC SIGNAL CABLE	40.000	LF	4.40000	176.00	4.59000	183.60	4.51000	180.40
0023 A079.55 SERVICE CABLE #6 AWG POWER	100.000	LF	2.00000	200.00	2.12000	212.00	2.08000	208.00
SECTION TOTALS			\$	10,620.00	\$	11,261.66	\$	11,488.00
SECTION 0003 GROUP 10 GENERAL ITEMS								
0024 0001.08 BARRICADE, TYPE II	1360.000	B DAY	0.50000	680.00	0.50000	680.00	0.50000	680.00
0025 0001.90 SIGN DAY	1122.000	EACH	0.40000	448.80	0.39000	437.58	1.10000	1234.20
0026 0003.10 FLAGGING	18.000	DAY	120.00000	2160.00	314.50000	5661.00	500.00000	9000.00
0027 0030.10 MOBILIZATION		LUMP	100.00000	100.00	391.81000	391.81	1650.00000	1650.00
SECTION TOTALS			\$	3,388.80	\$	7,170.39	\$	12,564.20
CONTRACT TOTALS			\$	99,818.15	\$	101,963.69	\$	119,510.70



Dave Heineman  
Governor

# STATE OF NEBRASKA

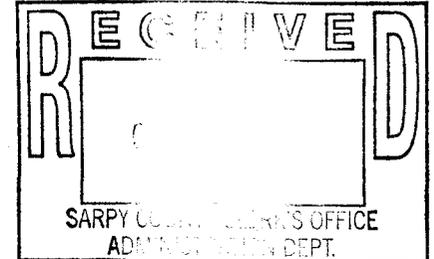
DEPARTMENT OF ROADS

Monty Fredrickson, Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

October 08, 2012

SARPY COUNTY BOARD COMMISSIONERS  
C/O COUNTY CLERK  
1210 GOLDEN GATE DR  
PAPILLION, NE 68046



RE: Federal Aid Project No. SRTS-77(53)  
Letting Date: October 04, 2012

We have enclosed a resolution on the above project for your consideration. It has been prepared by using the bid tabulations to select the low bidder(s) to whom a contract(s) should be awarded.

Please take action on this resolution immediately. We need to have the completed resolution in this office by Wednesday, October 24, 2012, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is above the estimated cost of \$95,479.50. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the chairman of the board sign in the space provided. Return the original to the Department of Roads, Contract Lettings Section, and keep the copy for your records.

This resolution gives authority for your chairman to sign the contract(s) that will be mailed to you at a later date.

If you have any questions, call this office (402) 479-4525.

Sincerely,

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

KM/Z1-C

Xc: Jim Wilkinson  
Tim Weander, District Two Engineer  
Highway Superintendent  
File



Dave Heineman  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., *Director - State Engineer*  
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

November 28, 2012

COUNTY CLERK  
COUNTY OF SARPY  
1210 GOLDEN GATE DR  
PAPILLION, NE. 68046

To Whom It May Concern:

We have enclosed a copy of the executed contract documents for:

Project(s): SRTS-77(53)  
Location: RUMSEY STATION ELEMENTARY, PAPIILLION  
Control No(s): 22270  
Letting Date: 10/4/2012  
Award Date: 10/29/2012  
County(ies): SARPY  
Type of Work: GROUP 3, GROUP 8B, GROUP 10

Sincerely,

Department of Roads

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

Enclosures

State of Nebraska  
**Department of Roads**  
Lincoln, Nebraska

**Contract  
and  
Bond**

**Project No. SRTS-77(53)**

**Control No. 22270**

**County: SARPY**

**Contractor: TAB HOLDING COMPANY, INC., DBA TAB  
CONSTRUCTION**

**Classes of Work: GROUP 3, GROUP 8B, GROUP 10**

**Date of Award: 10/29/2012 Date of Contract: 11/14/2012**

# BID PROPOSAL

NEBRASKA DEPARTMENT OF ROADS  
LETTING DATE: October 04, 2012

## ORIGINAL

CALL ORDER: 210

CONTRACT ID: 2270X

CONTROL NO./SEQ. NO.: 22270 /000 PROJECT NO.: SRTS-77(53)

TENTATIVE START DATE: 07/08/13

CONTRACT TIME: 15 WORKING DAYS

LOCATION: RUMSEY STATION ELEMENTARY, PAPILLION  
IN COUNTY: SARPY

BIDDER

GROUP 3 CONCRETE PAVEMENT  
GROUP 8B ELECTRICAL  
GROUP 10 GENERAL ITEMS

2364  
TAB HOLDING COMPANY, INC., DBA TAB  
CONSTRUCTION  
4153 S 67TH ST

OMAHA

NE 68117

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 submitted to NDOR in a written format through the Bid Express (BidX) website at <https://www.bidx.com/ne/lettings>. Likewise, NDOR will post answers exclusively to the BidX website. All official answers will be identified as "Authorized by NDOR." **Questions will not be answered verbally.**

# RESOLUTION

WHEREAS, there has been signed by the County of Sarpy on the 11th day of September, 2007, and the State on the 20th day of September, 2007, an agreement providing for the construction of a Federal Aid Project at the following location: Safety crossing improvements at locations adjacent to the Papillion-Rumsey Station Elementary School; intersection of 66<sup>th</sup> and Savannah Drive; Savannah Drive and Eagle Ridge Drive; Eagle Ridge Drive and Betsy Drive; at the school drive onto Savannah Drive.

, and

WHEREAS, in the above agreement, the County has pledged sufficient funds to finance its share of the cost of the construction of this project identified as SRTS-77(53), and

WHEREAS, the above mentioned agreement provided that the County would pay costs as set forth in the agreement, and

WHEREAS, the State and the County received bids for the construction of this project on October 4, 2012 at which time 3 bids were received for the construction of this proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Tab Holding Company, Inc., DBA Tab Construction, Omaha, NE  
Concrete Pavement, Electrical, General Items: \$99,818.15

NOW THEREFORE, in consideration of the above facts, the Board of Commissioners of the County of Sarpy, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the County hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Board hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Board hereby authorizes the Chairman to sign the contract(s) with the above mentioned contractor(s) for the above mentioned work on behalf of the County.

DATED THIS 22<sup>nd</sup> DAY OF October, A.D. 2012



ATTEST:

[Signature]  
(County Clerk)

BOARD OF COUNTY COMMISSIONERS

OF SARPY COUNTY.

[Signature]  
(Chairman)

Board Member Tom Richards  
moved the adoption of said resolution.

Roll Call: 5 yea, 0 nay.

Resolution adopted, signed and billed as adopted.

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination, incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12:

**4. Apprentices and trainees**

**a. Apprentices (programs of the USDOL).**

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration:

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

**NOTICE TO BIDDERS**

Form FHWA-47 referenced in Section VI of Form FHWA-1273 (Rev. 3-94) is no longer required.

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

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

**GOALS FOR MINORITY PARTICIPATION IN EACH TRADE**

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

**GOALS AND TIMETABLES FOR FEMALE PARTICIPATION IN EACH TRADE**

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

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

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

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

November 3, 1980

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

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

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

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

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

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

#### Supplemental Reporting Requirements

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

#### Equal Employment Opportunity Policy

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

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

General Decision Number: NE120035 03/16/2012 NE35

Superseded General Decision Number: NE20100045

State: Nebraska

Construction Type: Highway

Counties: Cass, Douglas, Sarpy and Washington Counties in Nebraska.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/16/2012

ELEC1525-004 09/04/2011

	Rates	Fringes
LINE CONSTRUCTION		
Groundman.....	\$ 21.01	13.61
Lineman: Douglas County only.....	\$ 32.48	13.61

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ENGI0571-006 06/01/2011

	Rates	Fringes
OPERATOR: Roller (Cass County).....	\$ 15.71	8.25

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\* SUNE2011-024 08/29/2011

	Rates	Fringes
CARPENTER, Includes Form Work		
Cass County.....	\$ 20.38	7.24
Douglas County.....	\$ 25.29	8.06
Sarpy County.....	\$ 22.29	6.80
Washington County.....	\$ 23.73	8.06
CEMENT MASON/CONCRETE FINISHER		
Cass, Washington County.....	\$ 19.76	3.00
Douglas County.....	\$ 19.67	3.00
Sarpy County.....	\$ 20.42	3.00
ELECTRICIAN (INCLUDING TRAFFIC SIGNALIZATION)		
Cass, Washington Counties...	\$ 28.03	11.79
Douglas County.....	\$ 20.42	3.00
Sarpy County.....	\$ 25.04	10.36
TRAFFIC SIGNALIZATION GROUNDSMAN		
Cass, Douglas & Washington Counties.....	\$ 18.50	9.39
Sarpy County.....	\$ 14.23	5.95

## HIGHWAY/PARKING LOT STRIPING:

Truck Driver (Line Striping  
Truck)

Cass & Sarpy Counties.....	\$ 14.82	6.90
Douglas & Washington Counties.....	\$ 17.33	6.43

## HIGHWAY/PARKING LOT STRIPING:

Laborer.....\$ 16.78 6.15

## IRONWORKER, REINFORCING

Cass County.....	\$ 25.11	9.40
Douglas County.....	\$ 23.16	8.86
Sarpy & Washington Counties.	\$ 24.40	9.20

## LABORER: Common or General

Cass County.....	\$ 15.60	6.35
Douglas County.....	\$ 16.60	6.35
Sarpy & Washington Counties.	\$ 14.86	6.35

LABORER: Concrete Saw (Hand  
Held/Walk Behind)

Cass, Sarpy & Washington Counties.....	\$ 17.26	6.55
Douglas County.....	\$ 17.43	6.55

## LABORER: Mason Tender -

Cement/Concrete.....\$ 10.44

## LABORER: Traffic Control -

Flagger and Cone/Barrel Setter...\$ 14.86 6.35

## Line Construction; (Lineman)

Cass, Sarpy & Washington Counties.....	\$ 26.74	11.29
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Operating Engineers: (Skid  
Loader)

Cass, Sarpy & Washington County.....	\$ 17.60	6.75
Douglas County.....	\$ 14.99	6.75

## OPERATOR: Asphalt Grinder

Cass & Sharpy Counties.....	\$ 19.91	3.77
Douglas & Washington Counties.....	\$ 26.00	10.32

OPERATOR: Asphalt Spreader.....\$ 20.25

## OPERATOR: Backhoe/Excavator

Cass County.....	\$ 19.93	6.60
Douglas County.....	\$ 22.32	6.75
Sarpy County.....	\$ 21.25	6.60
Washington County.....	\$ 20.93	7.10

OPERATOR: Broom.....\$ 13.21

OPERATOR: Bulldozer		
Cass County.....	\$ 20.27	6.67
Douglas County.....	\$ 20.21	6.75
Sarpy County.....	\$ 20.21	6.60
Washington County.....	\$ 20.27	6.65
OPERATOR: Compactor		
Cass, Sarpy & Washington...	\$ 18.66	6.75
Douglas County.....	\$ 18.66	6.92
OPERATOR: Crane		
Cass County.....	\$ 22.96	6.60
Douglas County.....	\$ 24.67	6.75
Sarpy County.....	\$ 23.25	6.60
Washington County.....	\$ 24.28	6.75
OPERATOR: Grader/Blade		
Cass County.....	\$ 20.21	6.60
Douglas County.....	\$ 21.17	6.75
Sarpy County.....	\$ 20.35	6.75
Washington County.....	\$ 20.99	6.75
OPERATOR: Hydrohammer.....\$ 17.03		
OPERATOR: Loader		
Cass, Douglas & Washington County.....	\$ 20.21	6.75
Sarpy County.....	\$ 20.21	6.60
OPERATOR: Mechanic		
Cass County.....	\$ 26.35	6.75
Douglas County.....	\$ 23.03	6.75
Sarpy & Washington Counties.	\$ 23.54	6.75
OPERATOR: Milling Machine.....\$ 20.93		
OPERATOR: Oiler.....\$ 17.02		
OPERATOR: Paver.....\$ 20.93		
OPERATOR: Roller		
Douglas, Sarpy & Washington Counties.....	\$ 18.66	6.75
OPERATOR: Scraper.....\$ 20.93		
OPERATOR: Self Propelled Vibrating Packer (BACKHOE/LOADER COMBO).....\$ 15.94		
OPERATOR: Tractor		
Cass & Sarpy Counties.....	\$ 13.99	6.60
Douglas County.....	\$ 17.34	6.75
Washington Counties.....	\$ 16.57	6.75
OPERATOR: Trimmer (Dirt Only)...\$ 22.52		

TRUCK DRIVER, Includes Dump  
and Tandem Truck

Cass County.....	\$ 16.78	6.90
Douglas & Washington Counties.....	\$ 16.42	6.40
Sarpy County.....	\$ 16.18	6.90

TRUCK DRIVER: Boom Truck

Cass, Sarpy & Washington Counties.....	\$ 20.08	3.75
Douglas County.....	\$ 19.13	1.11

TRUCK DRIVER: Lowboy Truck

Cass County.....	\$ 20.31	6.40
Douglas County.....	\$ 20.89	6.40
Sarpy County.....	\$ 20.72	6.72
Washington County.....	\$ 20.75	6.40

TRUCK DRIVER: Semi-Trailer

Truck.....\$ 14.39

TRUCK DRIVER: Water Truck.....\$ 18.00 6.40

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later

date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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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, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**SPECIAL PROVISIONS  
FOR  
FEDERAL AID  
PROJECT NO. SRTS-77(53)**

**GENERAL CONDITIONS**

Bids for the work contemplated in this proposal form will be received by the Department of Roads of the State of Nebraska, for the County of Sarpy, Nebraska, at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on October 4, 2012, until 1:30 P.M.

- a. Bids submitted by mail should be addressed to the Nebraska Department of Roads, c/o Contract Lettings Section, P.O. Box 94759, Lincoln, NE 68509-4759.
- b. Bids submitted electronically over the internet, shall be submitted using [www.bidx.com](http://www.bidx.com).

The 2007 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 Required Contract Provisions, Form FHWA 1273, (Rev. 3-94), and the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity and Standard Federal Equal Employment Opportunity Construction Contract Specifications dated November 3, 1980, are attached to and are a part of this proposal form.

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

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

**GROUPS 3, 8B 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 CONCRETE PAVEMENT.**

**DISADVANTAGED BUSINESS ENTERPRISES  
(A-8-0507)**

**A. Policy**

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

**B. Disadvantaged Business Enterprises Obligation**

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

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

**DISADVANTAGED BUSINESS ENTERPRISES  
(Prime Contractor Reporting of DBE Payments)  
(A-8-1110)**

This project is funded with Federal Funds and NDOR is required by law to collect DBE payment data from the Contractor. The Prime Contractor shall complete the *DBE Total Paid To Date* portion on the Monthly Employment Report. This report can be found by using the "Contractor Reports" link at [www.nebraskatransportation.org/letting/index.htm](http://www.nebraskatransportation.org/letting/index.htm). All reports must be completed by the Prime Contractor no later than the 10<sup>th</sup> day of the following month. No estimates/invoices will be processed until this information is received.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
(A-11-0307)**

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

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

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

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

**STATUS OF UTILITIES**

UTILITY COMPANY	DATE AUTHORIZED/ NOTIFIED TO MOVE	ANTICIPATED STARTING DATE	EST. # OF WORKING DAYS	ANTICIPATED COMPLETION DATE		
OPPD	06/27/12	05/27/13	55	08/09/13		
MUD	N/A	N/A	N/A	N/A		
Cox Communications	N/A	N/A	N/A	N/A		
CenturyLink (Formerly Qwest Communications)	N/A	N/A	N/A	N/A		
Windstream	N/A	N/A	N/A	N/A		
<p>THE FOLLOWING UTILITY INFORMATION IS CURRENT AS OF 06/28/12. THE CONTRACTOR SHOULD REQUEST A UTILITY STATUS UPDATE AT THE PROJECT PRECONSTRUCTION CONFERENCE, OR PRIOR TO STARTING WORK. FOR LOCATING AND MARKING UNDERGROUND FACILITIES, CONTACT THE DIGGERS HOTLINE OF NEBRASKA AT 1-800-331-5666.</p>						
<p>COMMENTS: Electric power drops will be required for flashing beacons from existing OPPD overhead power lines on northwest corner and southeast corners of intersection of 66<sup>th</sup> Street with Savannah Drive. Work to be concurrent with construction.</p>						
<p>CONTACTS:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p>Robert Adams OPPD 1623 Harney Street Omaha, NE 68102 402-636-3332 rbadams@oppd.com</p> <p>Jack Dodendorf CenturyLink 7404 N 78th St Bldg A Omaha, NE 68122 Office: 402-572-5814 Mobile: 402-320-3421</p> <p>Curt McEneaney Cox Communications 401 N. 117<sup>th</sup> Street, Suite 101 Omaha, NE 68154 402-934-0542</p> </td> <td style="vertical-align: top;"> <p>Jon Zellars, P.E. Senior Design Engineer - Relocations Metropolitan Utilities District 1723 Harney Street Omaha, NE 68102-1960 Office: (402) 504-7913 Jon_Zellars@mudnebr.com</p> <p>Jim Heinke Windstream 330 S. 21<sup>st</sup> Street Lincoln, NE 68510 402-437-7200</p> </td> </tr> </table>					<p>Robert Adams OPPD 1623 Harney Street Omaha, NE 68102 402-636-3332 rbadams@oppd.com</p> <p>Jack Dodendorf CenturyLink 7404 N 78th St Bldg A Omaha, NE 68122 Office: 402-572-5814 Mobile: 402-320-3421</p> <p>Curt McEneaney Cox Communications 401 N. 117<sup>th</sup> Street, Suite 101 Omaha, NE 68154 402-934-0542</p>	<p>Jon Zellars, P.E. Senior Design Engineer - Relocations Metropolitan Utilities District 1723 Harney Street Omaha, NE 68102-1960 Office: (402) 504-7913 Jon_Zellars@mudnebr.com</p> <p>Jim Heinke Windstream 330 S. 21<sup>st</sup> Street Lincoln, NE 68510 402-437-7200</p>
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**STATUS OF RIGHT-OF-WAY  
(A-16-1109)**

According to the Right-of-Way Certificate, all necessary right-of-way has been acquired.

## **SPECIAL PROSECUTION AND PROGRESS (Phasing & Signing)**

The intersection work at Eagle Ridge Drive/Savannah Drive and Eagle Ridge Drive/Betsy Avenue may be performed concurrently. However, when performing the work at each intersection, the Contractor shall only work on diagonal corners concurrently to allow for the most width for traffic maintenance during construction.

The work on 66<sup>th</sup> Street shall be performed utilizing flagging and temporary lane closures, or as otherwise directed by the Engineer.

At the Eagle Ridge/Savannah intersection, the Contractor shall install and maintain the following signage during construction:

1. A stop sign (R1-1) and All Way sign (R1-4) at each approach leg.
2. Type II barricades as shown in the plans.
3. Type II cones to delineate each work area.
4. Type II barricades with "Sidewalk Closed" signs attached for each sidewalk closure.

These items will be paid for as "Type II Barricades" and "Sign Days".

At the Eagle Ridge/Betsy intersection, the Contractor shall install and maintain the following signage during construction:

1. A stop sign (R1-1) and All-way sign (R1-4) at each approach leg.
2. Type II barricades as shown in the plans.
3. Type II cones to delineate each work area.
4. Type II barricades with "Sidewalk Closed" signs attached for each sidewalk closure.

These items will be paid for as "Type II Barricades" and "Sign Days".

The work on 66<sup>th</sup> Street shall be performed utilizing flagging and temporary lane closures, or as otherwise directed by the Engineer.

The 2013 summer dates for Rumsey Station Elementary are May 24, 2013, to August 10, 2013. This project shall be completed during the summer months; accordingly, the last accepted start date will be July 8, 2013.

## ENVIRONMENTAL COMMITMENT

**Floodplain:** A Flood Insurance Rate Map (FIRM) was viewed on the FEMA map server on November 17, 2010. The FIRM map (FEMA FIRM Map Number 3115300069H) indicates that the intersection of S. 66<sup>th</sup> Street and Savannah Drive is located in a Zone A floodplain (areas subject to inundation by the 1-percent-annual-chance flood event). The portion of the project located within the "Zone A" floodplain, is limited to the installation of school zone flashing beacons at the intersection of 66<sup>th</sup> and Savannah Drive, school zone signing and crosswalk striping. Based on the current scope of work, the project will not permanently encroach a regulatory floodplain. However, Nebraska floodplain regulations require any project that crosses a "Zone A" floodplain to obtain a floodplain permit from the local authority (City of Papillion). The County has acquired the proper floodplain permits, and has certified that the construction activities are in compliance with the State of Nebraska floodplain regulations. See attached. (Project Sponsor)

**Hazardous Materials:** The Nebraska Department of Environmental Quality's (DEQ) Interactive Mapping Application was used to search adjacent properties to the Rumsey Station SRTS project, for DEQ Program site locations. Based on the review conducted November 3, 2010, the location and regulatory status of the DEQ Program facilities and the topographic gradient in the area, there are no regulated facilities that would constitute a recognized environmental condition for the Rumsey Station SRTS project.

If contaminated soils and/or water or hazardous materials are encountered, then all work within the immediate area of the discovered hazardous material will stop until NDOR/FHWA is notified and a plan to dispose of the Hazardous Materials has been developed. Then DEQ will be consulted and a remediation plan will be developed for this project. The potential exists to have contaminants present resulting from minor spillage during fueling and service associated with construction equipment. Should contamination be found on the project during construction, the DEQ will be contacted for consultation and appropriate actions be taken. The Contractor is required by NDOR's Standard Specification Section 107 (Legal Relations and Responsibilities to the Public) to handle and dispose of contaminated material in accordance with applicable laws. (Project Sponsor, NDOR Environmental, District Construction)

General Conservation Conditions for All Projects (Responsible Party for the measure is found in parentheses):

- All permanent seeding and plantings (excluding managed landscaped areas) shall use species and composition native to the project vicinity as shown in the Plan for the Roadside Environment. However, within the first 16 feet of the road shoulder, and within high erosion prone locations, tall fescue or perennial ryegrass may be used at minimal rates to provide quick groundcover to prevent erosion, unless state or federally listed threatened or endangered plant were identified in the project area during surveys. If listed plants were identified during survey, any seed mix requirements identified during resource agency consultations shall be used for the project. (NDOR Environmental)
- If species surveys are required for this project, results will be sent by NDOR to the USFWS, NGPC, and if applicable COE. FHWA will be copied on submittals. (NDOR Environmental, District Construction)
- If federal or state listed species are observed during construction, contact NDOR Environmental. Contact NDOR Environmental for a reference of federal and state listed species. (NDOR Environmental, District Construction, Contractor)
- Environmentally sensitive areas will be marked on the plans, in the field, or in the contract by NDOR Environmental for avoidance. (NDOR Environmental, District Construction)

- Conservation conditions are to be fully implemented within the project boundaries as shown on the plans. (District Construction, Contractor)
- The following project activities shall, to the extent possible, be restricted to the beginning and ending points (stationing, reference posts, mile markers, and/or section-township-range references) of the project, within the right-of-way designated on the project plans: borrow sites, burn sites, construction debris waste disposal areas, concrete and asphalt plants, haul roads, stockpiling areas, staging areas, and material storage areas. Any project related activities that occur outside of these areas must be environmentally cleared/permited with the U.S. Fish and Wildlife Service and Nebraska Game and Parks Commission as well as any other appropriate agencies by the Contractor and these clearances/permits submitted to the District Construction Project Manager prior to the start of the above listed project activities. The Contractor shall submit information such as an aerial photo showing the proposed activity site, a soil survey map with the location of the site, a minimum of 4 different ground photos showing the existing conditions at the proposed activity site, depth to ground water and depth of pit, and the "Platte River depletion status" of the site. The District Construction Project manager will notify NDOR Environmental which will coordinate with FHWA for acceptance if needed. The Contractor must receive Notice of Acceptance from NDOR, prior to starting the above listed project activities. These project activities will not adversely affect state and/or federally listed species or designated critical habitat. (NDOR Environmental, District Construction, Contractor).
- If there is a change in the project scope, the project limits, or environmental commitments, the NDOR Environmental Section must be contacted to evaluate potential impacts prior to implementation. Environmental commitments are not subject to change without prior written approval from the Federal Highway Administration. (District Construction, Contractor)
- Request for early construction starts must be coordinated by the Project Construction Engineer with NDOR Environmental for approval of early start to ensure avoidance of listed species sensitive lifecycle timeframes. Work in these timeframes will require approval from the Federal Highway Administration and could require consultation with the USFWS and NGPC. (District Construction, Contractor)
- Construction waste/debris will be disposed of in areas or a manner which will not adversely affect state and/or federally listed species and/or designated critical habitat. (Contractor)
- Refueling will be conducted outside of those sensitive areas identified on the plans, in the contract, and/or marked in the field. (Contractor)

### FLOODPLAIN PERMIT



### FLOOD PLAIN DEVELOPMENT APPLICATION

The following items must be submitted for consideration:

1. 6 Site and construction plans including;
  - a. legal description of the property (1"=20');
  - b. Metes and bounds description;
  - c. Size of lot, building and building height;
  - d. First floor elevation, elevation of basement floor;
  - e. Elevation to which building is flood proofed;
  - f. Name and address of individuals responsible for construction.
2. Description of work and reason for request;
3. Written description of use or occupancy of building; and
4. Application fee. (\$50)

The following information must be provided for the application to be considered complete:

**PROPERTY OWNER INFORMATION:** (Attach a separate sheet if necessary,)

Name: Sarpy County Highway Department                      E-Mail: herrb@sarpy.com  
 Address: 15100 South 84<sup>th</sup> Street                                      City/State/Zip: Papillion, NE 68046  
 Phone Number: 402-537-6900    Fax Number: 402-537-6955

**ENGINEER INFORMATION:**

Name: Felsburg Holt and Ullevig                                      E-Mail: mark.meisinger@fheng.com  
 Address: 11422 Miracle Hills Drive                                      City/State/Zip: Omaha, NE 68154  
 Phone Number: 402-445-4405    Fax Number: 402-445-4394

**CONSTRUCTION INFORMATION:**

*\*This individual/company is responsible to meeting construction standards.*

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**PROPOSED DEVELOPMENT INFORMATION:**

Property Address: \_\_\_\_\_

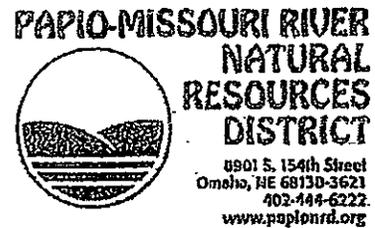
Legal Description: The Rumsey Station Safe Walk to School construction on Rumsey Road (66<sup>th</sup>) begins at a point approximately 175.0 ft. south of the intersection of Rumsey Road and Savannah Drive, then continuing to a point approximately 175.0 ft. north of the

**RECEIVED**  
 APR 08 2011  
 BY: \_\_\_\_\_



April 21, 2011

Mark Stursma, Director  
City of Papillion Planning Department  
122 East Third Street  
Papillion, NE 68046



RE: Rumsey Station – Sarpy County Application for Floodplain Development Permit

Dear Mr. Stursma:

The District received information concerning proposed installation of a Safe Walk to School on South 66<sup>th</sup> Street in Papillion, Nebraska. According to the Flood Insurance Rate Map for Sarpy County, Panel 31153C 0069 H, this property is located in the Zone AE floodplain of West Papillion Creek.

The District has reviewed the permit application, and offers the following comments:

- The project consists of the installation of pedestal poles and beacons at two points on 66<sup>th</sup> Street.

The District has no objections to this project. If you have any questions or concerns, please contact me at 444-6222 or at [llaster@papionrd.org](mailto:llaster@papionrd.org).

Sincerely,

Lori Ann Laster, CFM  
Stormwater Management Engineer

Cc: Marlin Petermann, Amanda Grnt, P-MRNRD

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Reach: 7-12

**SPECIAL PROSECUTION AND PROGRESS**  
**(Migratory Birds)**  
**(A-42-0210)**

The Department of Roads will, to the extent practicable, schedule the letting of projects such that clearing and grubbing can occur outside of the primary nesting season in Nebraska which has been determined to generally occur between April 1 and September 1. Work on structures, such as but not limited to bridges and culverts, should occur outside the primary swallow nesting season, April 15 to September 30, unless approved methods of avoiding nesting have been taken on the bridge and/or culvert structures. The nesting dates above are a guide only, nesting can occur outside of those dates. Work outside of those dates is not exempt from compliance with the Migratory Bird Treaty Act.

The Contractor shall, to the extent possible, schedule work on structures, such as but not limited to bridges and culverts, and clearing and grubbing activities to occur outside the primary nesting season in Nebraska. However, if circumstances dictate that project construction or demolition must be done when nesting migratory birds may be present, a survey of the number of active nests and species of birds shall be conducted by qualified personnel representing the Contractor, and assisted by the Project Manager (PM), NDOR Environmental Section staff, or the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) - Wildlife Services Office. If the survey finds that nests will be impacted by the proposed construction, the Contractor may be responsible for delays.

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

1. The Contractor shall submit a plan to the NDOR regarding how he intends to accomplish bridge demolition or clearing and grubbing of the project to avoid conflict with nesting migratory birds.
2. The Contractor must submit a temporary erosion control plan tailored to fit the plan for clearing and grubbing.
3. If construction operations result in unavoidable conflict with nesting migratory bird's eggs or young, which will result in "taking" nests and their contents, the Contractor should notify the NDOR Project Manager (PM). The PM shall notify the Environmental Section of Planning and Project Development by telephone at 402-479-4766.
4. The NDOR Environmental Section will then determine if assistance in conducting the survey will be provided by the NDOR Environmental Section (if available) or from the USDA APHIS - Wildlife Services Office and arrange for assistance with the survey of nest numbers, bird species, etc. Results of the survey shall be maintained by the NDOR until project completion.
5. If the nesting survey is required, and the project was awarded prior to the nesting season, and the Contractor did not accomplish clearing/grubbing and/or work on bridge/culvert structures outside the nesting season, the Contractor will reimburse the Department of Roads for each survey required at \$1,000 per survey. If the project was awarded during the nesting season, and construction activities are such that clearing/grubbing and/or work on bridge/culvert structures must be accomplished prior to any other activity on the project, then there will be no charge assessed for the initial survey. The Contractor is responsible for

removing all trees surveyed, that do not contain active nests, and for taking appropriate measures on bridge/culvert structures, within 5 days of the survey. Reimbursement for additional surveys may be charged if the Contractor fails to remove the trees within 5 days of the survey, and requires an additional survey. Survey reimbursement will be determined on a project specific basis, considering the project timeline and associated activities.

6. If an active nest is found during the survey, the Contractor should do everything possible to restructure his activities and leave the nest undisturbed until the young fledge. Fledging could occur within a week, or up to a month, after the survey depending on the species of bird and whether the nest contained eggs or young. Also depending on the species of bird and their sensitivity to disturbance, a buffer of up to 30 feet surrounding the tree with the active nest could be required.
7. If construction cannot be rescheduled to allow the birds to fledge, and it is determined as an unavoidable "take" circumstance, the Contractor shall stop all work within 30 feet of the active nest and coordinate with the Construction Project Manager to determine how to proceed. The Construction Project Manager will then coordinate with the NDOR Environmental Section and they will facilitate coordination with the US Fish and Wildlife Service and the Federal Highway Administration (for projects using Federal-aid) to determine the appropriate way to address the active nest. No work shall occur within 30 feet of the active nest until US Fish and Wildlife Service coordination is complete and the requirements of the Migratory Bird Treaty Act are satisfied.
8. It is the Contractor's responsibility to schedule his work to accommodate the process of conducting a survey(s) and submitting the necessary documentation if avoidance is not practicable. The Contractor shall be responsible for using any legal and practical method to prevent the nesting of birds in order to prevent the need for any survey and prevent the need for additional surveys. It is understood and agreed that the Contractor has considered in the bid all of the pertinent requirements concerning migratory birds (including endangered species) and that no additional compensation, other than time extensions if warranted, will be allowed for any delays or inconvenience resulting in these requirements.

### **STORM WATER DISCHARGES (A-43-0408)**

In compliance with the Federal Water Pollution Control Act, authorization to discharge storm water on this project has been granted under National Pollutant Discharge Elimination System (NPDES) General NPDES Permit Number NER110000 for Storm Water Discharges from Construction Sites to Waters of the State of Nebraska. This permit became effective on January 1, 2008.

Contractors are advised that, under the Construction Storm Water General Permit, ***plant sites, camp sites, storage sites, and borrow or waste sites not shown on the plans may be subject to separate NPDES permit authorization requirements for stormwater discharges from those locations.*** Contractors shall be responsible for verifying the need for NPDES permit coverage with the Nebraska Department of Environmental Quality (NDEQ). When

required for these locations, the filing of a "Notice of Intent" shall be made by the Contractor directly to the NDEQ.

Additionally, asphalt (SIC Code 2951) or concrete (SIC Code 3273) batch plants that are owned by a private contractor and are operated on a contract-for-service basis to perform work for the Contractor completing the project may be subject to NPDES General Permit Number NER000000 for Industrial Storm Water Discharges. While the plant may be required for completion of the project, it is not under the control of the Department (or other project owner); and the filing of a "Notice of Intent" shall be made by the Contractor directly to the NDEQ.

The NDEQ may be contacted at 402-471-4220 for additional information.

**REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST  
(A-43-0307)**

All bidders must provide to the NDOR the identity of all firms who provided quotations on all projects, including both DBEs and non-DBEs. This information must be on a form provided by the NDOR Contracts Office.

If no quotations were received, the bidder must indicate this in the space provided.

Each bidder will be required to submit one list per letting to cover all projects bid.

**PROPOSAL GUARANTY BID BOND  
(A-43-0307)**

Paragraphs 1.a. and 1.b. of Subsection 102.15 in the *Standard Specifications* are void and superseded by the following:

- a. **OPTION 1 - (Project Specific Paper Bid Bond).** The Bid Bond shall be executed on an original Department Bid Bond Form, which may be obtained from the Department. The original Bid Bond shall be delivered to the Department with the bid. A reproduction or a copy of the original form will not be accepted and will cause the bid not to be opened and read.
- b. **OPTION 2 - (Annual Bid Bond).** The Department at its discretion may allow a bidder to place an "Annual Bid Bond" on file with the Department. This bond would cover all projects the bidder bids for a 12-month period shown in the bond. The bidder must indicate in the bid submittal to the Department that their "Annual Bid Bond" applies to the submitted bid. The original Annual Bid Bond shall be executed on the Department of Roads Bid Bond Form, which may be obtained from the Department. A reproduction or a copy of the original form will not be accepted.

**WORKER VISIBILITY  
(A-43-0507)**

Pursuant to Part 634, Title 23, Code of Federal Regulations, the following modified rule is being implemented:

Effective on January 1, 2008, all workers within the right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel.

High-visibility safety apparel is defined to mean personal protective safety clothing that:

- 1 - is intended to provide conspicuity during both daytime and nighttime usage; and
- 2 - meets the Performance Class 2 or Class 3 requirements of the ANSI/ISEA 107-2004 publication titled "American National Standards for High-Visibility Safety Apparel and Headwear."

**VALUE ENGINEERING PROPOSALS (VEP)  
(A-43-0807)**

Subsection 104.03 in the *Standard Specifications* is amended to include the following:

14. A VEP will not be accepted if the proposal is prepared by an Engineer or the Engineering Firm who designed the contract plans.

**SHOP PLANS  
(A-43-1108)**

Paragraph 5. of Subsection 105.02 in the *Standard Specifications* is amended to provide that the Contractor may furnish shop plans on half-size plan sheets [11x17 inches (297x420 mm)], provided all information is legible.

**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC  
(A-43-0210)**

Paragraph 4.a. of Subsection 107.01 in the *Standard Specifications* is void and superseded by the following:

4. a. Whenever the Contractor violates any governing Federal, State or local environmental quality regulation and/or is in noncompliance with any environmental commitment, the violating activity must cease immediately until the appropriate remedy can be determined by: the Engineer, the NDOR Environmental Section, the Federal Highway Administration (for projects utilizing Federal-aid) and other agencies, as deemed appropriate. The Engineer, with assistance from the NDOR Environmental Section and the FHWA, will provide a written order confirming the appropriate corrective action to the Contractor. Work can resume to normal conditions once the Engineer determines that the violation or non-compliance has been addressed in accordance with the order for corrective action.

Subsection 107.01 in the *Standard Specifications* is amended to include the following two paragraphs:

5. Should the Contractor encounter any previously unidentified hazardous materials, the Engineer shall be promptly notified. The Contractor shall suspend operations in the area involved until such time that arrangements are made for their proper treatment or removal.
6. The Contractor shall prevent the transfer of invasive plant and animal species. The Contractor shall wash equipment at the Contractor's storage facility prior to entering the construction site. The Contractor shall inspect all construction equipment and remove all attached vegetation and animals prior to leaving the construction site.

**SPECIAL PROSECUTION AND PROGRESS  
(Federal Immigration Verification System)  
(A-43-1209)**

The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The Prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal program designated by the United States Department of Homeland Security or other Federal agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.

The Prime Contractor shall furnish a letter to the NDOR Construction Division in Lincoln on company letterhead and signed by an officer of the company stating that documentation is on

file certifying that the Contractor and all subcontractors have registered with and used a Federal Immigration Verification System. The Contractor shall maintain all records of registration and use for a period of three years and make records available upon request. The Contractor shall contractually require subcontractors to maintain all records for a period of three years and make records available upon request.

Payment will not be made to the Contractor for using the Federal Immigration Verification System or the maintenance of the records. This work shall be subsidiary to the work being performed.

The Contractor's Certification shall become part of the final records of the Contract. The Department considers this document to have direct bearing to the beginning interest date and may affect the amount of interest earned.

### **CONTRACT TIME ALLOWANCE (A-43-0911)**

Paragraph 5. of Subsection 108.02 of the *Standard Specifications* is void and superseded by the following:

5. Each week, the Engineer shall post on the Department's website a report of working days or calendar days charged. The Contractor then has 14 days from the day the Engineer's report is posted to provide a written explanation of why he/she does not concur with the working days or calendar days as assessed.

Paragraph 6.b. of Subsection 108.02 of the *Standard Specifications* is amended to include the following:

- (4) If the time allowance for the contract has been established on a calendar day basis, the Contractor is expected to schedule the work and assign whatever resources are necessary to complete the work in the time allowance provided regardless of the weather. Accordingly, regardless of anything to the contrary contained in these *Specifications*, the Department will not consider delays caused by inclement or unseasonable weather as justification for an extension of the contract time allowance unless:
  - i. the weather phenomena alleged to have contributed to or caused the delay is of such magnitude that it results in the Governor issuing a Disaster Declaration, **and**
  - ii. the weather phenomena alleged to have contributed to or caused the delay can clearly be shown to have directly impacted the work on the critical path identified on the Contractor's schedule.

Paragraphs 10.b. and 10.c. of Subsection 108.02 of the *Standard Specifications* are void and superseded by the following:

- b. (1) If the extra work is not in the original contract, time extensions will be granted by determining the actual time necessary to accomplish the extra work.

- (2) If the extra work is the result of the addition of additional quantities of existing contract items, time extensions will be granted by either:
  - (i) determining the actual time necessary to accomplish the extra work; or
  - (ii) determining the additional time to be granted by comparing the value of the additional quantities of work to the total amount of the original contract when measurement of the actual additional time is not possible or practical.
- (3) In either case, only the time necessary to perform the extra work of the additional quantities of existing contract items when the extra work or the additional quantities of existing contract items are deemed to be the current controlling operation will be granted as a time extension.
- c. Increases in quantities of work associated with traffic control items measured by the day will not be considered for extending the contract time allowance. Overruns of traffic control items that are measured by methods other than time may be considered for extending the contract time allowance, but they must be deemed to be a controlling operation when the overrun of quantities occurs.

**PARTIAL PAYMENT  
(A-43-1110)**

Paragraph 2. of Subsection 109.07 of the *Standard Specifications* is void and superseded by the following:

2. When the value of the work completed during a semi-monthly period exceeds \$10,000, the Contractor will receive semi-monthly progress estimates from which the Department shall make such retentions as may be allowed by the contract, provided that the nature and quality of the completed work are satisfactory and provided further that the progress of the work conforms to the requirements of Subsection 108.07.

Paragraph 3.b. of Subsection 109.07 of the *Standard Specifications* is void and superseded by the following:

- b. Under normal circumstances, the Department shall not retain any earnings on a progress estimate. However, the Department reserves the right to retain such amounts as are necessary for material deficiencies, anticipated liquidated damages, unpaid borrow, and for other reasons to protect the Department's interests.

**PARTIAL PAYMENT  
(A-43-0611)**

Paragraph 4. of Subsection 109.07 of the *Standard Specifications* is void and superseded by the following:

4. a. (1) Upon presentation by the Contractor of receipted bills, billing invoices, or such other documentation sufficient to satisfy the Engineer and verify the Contractor's or subcontractor's actual costs for the materials, payments may also be allowed for acceptable nonperishable materials purchased expressly to be incorporated into the work and delivered in the vicinity of the project or stored in acceptable storage places within Nebraska.
- (2) Materials not delivered and stored in the immediate vicinity of or on the actual project site must be clearly marked to identify the project on which they are to be used, must be segregated from similar materials at the storage site, and cannot be included in a supplier's inventory of material available for sale for other purposes.
- (3) All items eligible for partial payment as stored materials must be available for verification, sampling, and measurement.
- b. The amount to be included in the payment will be determined by the Engineer, but in no case shall it exceed 100 percent of the value of the materials documented. This value may not exceed the appropriate portion of the value of the contract item or items in which such materials are to be incorporated, nor shall the quantity in any case exceed the total estimated quantity required to complete the project.
- c. Payment will not be approved when the documented value of such materials amounts to less than \$1,000.00, when the progress of the work is not in accordance with the requirements set forth in Subsection 108.07, or when the material can reasonably be expected to be incorporated into the work and eligible for payment as completed work on a progress estimate within 15 days of being placed into storage.
- d. Deductions at rates and in amounts which are equal to the payments will be made from estimates as the materials are incorporated into the work.
- e. Payment for the materials shall not in itself constitute acceptance, and any materials which do not conform to the specifications shall be rejected in accordance with Subsection 106.05.
- f. The Contractor shall be responsible for all damages and material losses until the material is incorporated into the work and the work is accepted.
- g. Partial payment will not include payment for fuels, supplies, form lumber, falsework, other materials, or temporary structures of any kind which will not become an integral part of the finished construction.
- h. No partial payments will be made on living or perishable plant materials until planted.

**BUY AMERICA  
(A-43-0212)**

Subsection 106.07 in the *Standard Specifications* is void and superseded by the following:

**106.07 -- Buy America**

1. The Buy America rule requires that steel or iron materials be produced domestically, and only those products which are brought to the construction site and permanently incorporated into the completed project are covered. Construction materials, forms, etc., which remain in place at the Contractor's convenience, but are not required by the contract, are not covered.
2. To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.
3. All manufacturing processes to produce steel or iron materials (i.e., smelting, and any subsequent process which alters the steel or iron material's physical form or shape, or changes its chemical composition) must occur within one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States, to be considered of domestic origin. This includes processes such as casting, rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material. The manufacturer shall include a statement on the material test report or certification that all material described above except the coating material is a domestic product.
4. Raw materials used in the steel or iron materials may be imported. All manufacturing processes to produce steel or iron materials must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel products. Waste products would include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks and the like. Also, steel trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw materials which is customary to prepare them for transporting are exempt from Buy America. The use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for steel and/or iron materials.
5. Notwithstanding this requirement, a minimum of foreign steel or iron materials will be permitted if its value is less than one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.
6. Upon completion of all work utilizing steel or iron products, the prime Contractor shall furnish a letter to the State on company letterhead and signed by an officer of the company stating that documentation is on file certifying that all steel or iron materials brought to the construction site and permanently incorporated into the work complied in all respects with the Buy America requirements.

**BORROW, WASTE, STOCKPILE, AND PLANT SITE APPROVAL  
(A-43-0512)**

Subsection 107.02 in the Standard Specifications is amended to include the following:

4. Site Approval:
  - a. When borrow is obtained from a borrow site or waste excavation is placed at sites which are not shown in the contract, or the Contractor plans to use a plant or stockpile site which is not shown in the contract, the Contractor shall be solely responsible for obtaining all necessary site approvals. The Department will provide the procedures necessary to obtain approvals from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Nebraska State Historical Society, Nebraska Game and Parks Commission, and Nebraska Department of Natural Resources on the NDOR website. The Contractor shall also be responsible for obtaining a Discharge Number from the Nebraska Department of Environmental Quality (NDEQ) that allows work under the current Construction Stormwater Permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.
  - b. It is anticipated that it may require 60 calendar days or more for the Contractor to obtain the necessary approvals. The Contractor will not be allowed to begin work at borrow or waste sites until the necessary approvals are obtained. No extension of completion time will be granted due to any delays in securing approval of a borrow or disposal site unless a review of the time frames concludes that there were conditions beyond the Contractor's control.

Paragraph 7. of Subsection 205.02 in the Standard Specifications is void and superseded by the following:

7. Borrow and Waste Site Approval:
  - a. Borrow and waste site approvals shall be in accordance with Section 107.02.
  - b. Material shall not be removed from borrow sites until preliminary cross sections and representative soil samples have been taken by the Engineer. The Contractor shall notify the Engineer a sufficient time in advance of the opening of any borrow site so that cross sections may be taken.
  - c. Material shall be removed in a manner that will allow accurate final cross sections to be taken for determining the quantity of excavation. The surfaces of the borrow sites shall be bladed and shaped to drain as shown in the contract or as directed by the Engineer.

**LIABILITY INSURANCE  
(A-54-0611)**

Subsection 107.13 in the Standard Specifications is void and superseded by the following:

**107.13 – Liability Insurance**

Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:

1. **General Liability:**  
Limits of at least:
  - \$ 1,000,000 per Occurrence
  - \$ 2,000,000 General Aggregate
  - \$ 2,000,000 Completed Operations Aggregate
  - \$ 1,000,000 Personal and Advertising Injury
- a. Contractor shall be responsible for the payment of any deductibles.
- b. Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
- c. The General Aggregate shall apply on a Per Project Basis.
- d. The Owner and the State of Nebraska, Department of Roads, shall be named as Additional Insureds on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
- e. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the Owner and the State of Nebraska, Department of Roads shall be added to the policy.
- f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- g. If work is being performed near a railroad track, the 50' railroad right of way exclusion must be deleted.
- h. Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
- i. Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).

- j. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.
2. Automobile Liability:  
Limits of at least:  
\$ 1,000,000 CSL per Accident
- a. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
  - b. If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
  - c. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the Owner and the State of Nebraska, Department of Roads, shall be added to the policy.
3. Workers' Compensation:  
Limit: Statutory coverage for the State where the project is located.  
Employer's Liability limits: \$500,000 Each Accident  
\$500,000 Disease – Per Person  
\$500,000 Disease – Policy Limit
- a. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the Owner and the State of Nebraska, Department of Roads shall be added to the policy.
  - b. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.
4. Umbrella/Excess:  
Limits of at least:  
\$1,000,000 per Occurrence
- a. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
  - b. The Owner and the State of Nebraska, Department of Roads, shall be "Additional Insureds."
  - c. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of subrogation in favor of the Owner and the State of Nebraska, Department of Roads shall be provided.

5. Pollution Liability:

- a. When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
- c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."

6. Additional Requirements:

- a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.
- b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
- c. If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
- d. Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- e. Prior to execution of the contract, Contractor shall provide Owner and the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Owner and Nebraska Department of Roads as the certificate holders.
- f. For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the Owner and the State of Nebraska Department of Roads (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to both the Owner and to the State by mail (return receipt requested), hand-delivery, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Copies of notices received by the Contractor shall be sent to the Owner at the address listed for the Responsible Charge set out elsewhere in the Supplemental Provisions and to the State at the following address:

Nebraska Department of Roads  
Construction Division --- Insurance Section  
1500 Highway 2, P.O. Box 94759  
Lincoln, NE 68509-4759

Facsimile No. 402-479-4854

- g. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- h. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- i. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

**NOTICE TO BIDDERS  
(A-54-0210)**

While the plans and specifications call for and make reference to the Department of Roads and its various Divisions to make decisions and test materials for acceptance, this project has been delegated under 23 CFR 635.105 to the Local Public Agency Owner, who shall administer the project. Therefore, any reference to the Department of Roads' responsibility to: interpretation of the plans and specifications, inspection of the work, testing and acceptance of materials, approval of the work, and final acceptance of the project, shall be delegated to the Local Public Agency Owner and their representative.

**LOCAL PUBLIC AGENCY RESPONSIBLE CHARGE**

Upon execution of the contract, the Contractor is to direct all project related communication to the Responsible Charge (RC) designated by the project owner (Local Public Agency).

Responsible Charge:

Mr. Bill Herr  
Sarpy County  
15100 S 84 St  
Papillion NE 68046  
[herrb@sarpy.com](mailto:herrb@sarpy.com)  
402-537-6905

**SPECIAL PROSECUTION AND PROGRESS  
(Project Liquidated Damages)  
(A-54-0212)**

For this project, the formula used to determine Project Liquidated Damages, as determined in Paragraph 2. of Subsection 108.08 in the Standard Specifications, is amended to read:

$$LD = \frac{R \times C}{T}$$

Where: LD = Liquidated damages per working day or calendar (rounded to the nearest dollar).

C = Original contract amount (includes all work completed and unfinished).

T = Original number of calendar days or working days, whichever is specified in the contract.

R = 0.12 for LPA projects.

**SPECIAL PROSECUTION AND PROGRESS  
(Construction Signs & Barricades)  
(A-54-0212)**

For this project, the Contractor shall be responsible for furnishing, installing, maintaining and removing all construction signs and barricades, in accordance with the provisions of Section 422 in the Standard Specifications.

**CONSTRUCTION DETAILS**

**TEMPORARY WATER POLLUTION CONTROL  
(B-3-0509)**

Section 204 in the Standard Specifications is void.

**CONSTRUCTION STORMWATER MANAGEMENT CONTROL  
(B-3-0509)**

**General**

1. This Section defines some best management practices (BMPs) for erosion and sediment control measures and construction practices the Contractor shall use to prevent soil erosion and avoid water pollution.
2. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of the waters of the state, the project site, and adjacent property. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.

3. a. The Contractor shall take sufficient precautions to prevent pollution of the waters of the state, the project site, and adjacent property with construction debris, petroleum products, chemicals, or other harmful materials.
- b. The Contractor shall conduct and schedule the operations to avoid interference with any protected species.
- c. The Contractor shall comply with all applicable statutes relating to pollution of the waters of the state and fish and game regulations.
4. All construction debris shall be disposed in a manner that it cannot enter any waterway. Excavation shall be deposited as to protect the waters of the state from siltation.
5. The erosion and sediment control measures shall continue until the permanent drainage facilities have been constructed and the slopes are sufficiently vegetated to be an effective erosion deterrent or until tentative acceptance of the work.
6. All erosion and sediment control measures shall be properly maintained by the Contractor.
7. All erosion and sedimentation resulting from the Contractor's operations and the weather conditions must be corrected by the Contractor.

### **LIMITATION OF OPERATIONS (B-3-0509)**

#### **General**

1. The maximum exposed surface area for the Contractor's operations in excavation, borrow, and embankment is 18 acres (72,800 m<sup>2</sup>) plus an equal area of clearing and grubbing/large tree removal. A written request for an increase in the maximum exposed surface area may be approved by the Engineer unless an equal amount of finished grading and seeding has been completed in the previously opened area. This approval will be based on the soil, moisture, seasonal conditions, the Contractor's operation, or other conditions.
2. The Engineer shall have the authority to reduce the maximum exposed surface area when any of the following conditions warrant:
  - a. Soil and moisture conditions are such that erosion is probable.
  - b. Seasonal conditions may force extended delays.
  - c. Proximity to the waters of the state require more stringent controls.
  - d. Equipment and personnel available on the job is not sufficient to properly maintain erosion and dust control measures.
  - e. Any other environmental condition in the area that may exist which would be affected by erosion from the project.

3. Construction operations in rivers, streams, wetlands, and impoundments shall be restricted to those areas specifically shown in the contract. Rivers, streams, wetlands, and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.
4. Fording and operation of construction equipment within live streams and wetlands will not be allowed, unless explicitly allowed in the contract.

### **CONSTRUCTION METHODS (B-3-0509)**

#### **General**

1. The Contractor shall conduct all construction activities to control sediment and avoid soil erosion.
2. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.
3. Construction stormwater management control measures for Contractor obtained construction work areas located outside the right-of-way, such as borrow pit operations, haul roads, plant sites, staging areas, equipment storage sites, etc. are the sole responsibility of the Contractor. All construction stormwater management control measures for these areas are at the Contractor's expense. The Contractor is responsible for securing all required permits for use of these areas.
4. The construction stormwater management procedures contained herein shall be coordinated with any permanent erosion control measures specified elsewhere in the contract to the extent practical to assure economical, effective, and continuous erosion and sediment control throughout the construction period.
5. The Contractor shall be responsible to limit erosion and prevent siltation into the waters of the state during the construction period, as well as during the times that work may be suspended.
6. a. The installation of all erosion and sediment control items shall be installed by qualified personnel who are knowledgeable in the principles and practice of various BMP installations.  
b. The installation of all erosion and sediment control items shall be done under the direct supervision of the Contractor's NDOR-Certified Erosion and Sediment Control Inspector. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.  
c. The Contractor shall notify the Engineer of all Contractor NDOR-Certified Erosion and Sediment Control Inspectors who will be on the project to direct and inspect all erosion and sediment control BMP installations.  
d. No payment will be made for any erosion and sediment control item unless a Contractor NDOR Certified Erosion and Sediment Control Inspector was present to directly supervise and inspect the work.  
e. No payment will be made for any erosion and sediment control item that is not properly installed. All erosion and sediment control items shall be installed as per the NDOR Standard Plan or the manufacturer's instructions.

## ENVIRONMENTAL COMMITMENT DOCUMENT (B-3-0509)

### General

This specification establishes the required documentation included in the Environmental Commitment Document and Project Erosion and Sediment Control Inspection. The Department and the Contractor, as co-permittees, will comply with all conditions required by the current NPDES Construction Storm Water General Permit.

### Environmental Commitment Document

1. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments, when applicable.
  - a. (Pre-Bid) The Department will provide information related to commitments made for but not limited to:
    - i. Storm Water Pollution Prevention Plan.
    - ii. U. S. Army Corps of Engineers 404 Permit.
    - iii. Nebraska Department of Environmental Quality 401 Water Quality Certification.
    - iv. State Title 117 Waters (COE Non-Jurisdictional).
    - v. Floodplain Permit.
    - vi. Historic Clearance.
    - vii. Threatened & Endangered Species Clearance.
    - viii. FHWA Environmental Clearance.
    - ix. NPDES Construction Stormwater Permit (within Right-of-Way limits, only).
    - x. Conservation Measures.
    - xi. Migratory Bird Treaty Act.
    - xii. Other pertinent issues.
  - b. (Post-Bid) The Contractor shall provide the following information that will be included in the Environmental Commitment Document but not limited to:
    - i. Temporary Erosion Control Plan.
    - ii. Spill Prevention and Control Plan.
    - iii. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments.
    - iv. Name and telephone number of the employees that are NDOR-Certified Erosion and Sediment Control Inspectors.
    - v. Construction Schedule/Critical Path.

### Temporary Erosion Control Plan

1. The Contractor shall prepare and submit the Temporary Erosion Control Plan prior to the start of any work. The Contractor shall not begin work until the Temporary Erosion Control Plan has been submitted to the Engineer and appropriate erosion control measures are in place. Payment for any work on the contract will be withheld if erosion control measures are not in place or properly maintained.

2. The submittal of the Temporary Erosion Control Plan, the approval to increase the maximum surface area, or any payment for or acceptance of any or all of the work shall not operate as a waiver of the Contractor's responsibility under this specification.
3. The Temporary Erosion Control Plan shall be amended as work progresses and site conditions change.
4. The Temporary Erosion Control Plan will be reviewed at the project progress meeting. All active Contractors will have their Inspectors present, and work as a team to determine Temporary Erosion Control BMP's as they are needed.
5. Payment for preparing the Temporary Erosion Control Plan is subsidiary to items that direct payment is made.

### **Spill Prevention and Control Plan**

1. The Contractor shall prepare and submit the Spill Prevention and Control Plan prior to the start of any work. The Contractor shall not begin work until the Spill Prevention and Control Plan has been submitted to the Engineer and appropriate Spill Prevention and Control measures are in place.
  - a. Spill Prevention and Control Plan should clearly state measures to stop the source of the spill, contain the spill, clean up the spill, dispose of contaminated materials, and train personnel to prevent and control future spills.
  - b. Spill Prevention and Control Plans are applicable to construction sites where hazardous wastes are stored or used. Hazardous wastes include, but not limited to: pesticides, paints, cleaners, petroleum products, fertilizers, and solvents.
2. The Spill Prevention and Control Plan will be included in the Environmental Commitment Document.
3. Direct payment will not be made for the Spill Prevention and Control Plan.

### **Storm Water Pollution Prevention Plan (SWPPP)**

1. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.
2. The Department will prepare the NDOR Project SWPPP for construction activities causing a land disturbance within the Right-of-Way, temporary easements, and permanent easements of one (1) acre or more.
  - a. Areas of construction support activities located on private property, obtained by the Contractor, are not included in the NDOR Project SWPPP.
3. The Engineer and the Contractor will perform inspections as required by the current NPDES Construction Storm Water General Permit. Payment for project inspection is subsidiary to items that direct payment is made.
4. The SWPPP will be maintained and updated by the Engineer as work progresses and site conditions change, to accurately describe the BMPs that are currently in place.

5. The Contractor's participation in SWPPP inspections, maintenance and updates shall begin on the first day construction activities cause land disturbance and end on the date of project completion as evidenced as the completion date in the District Engineer's Letter of Tentative Acceptance.

#### **Project Erosion and Sediment Control Inspection**

1. Inspections must be conducted by a NDOR-Certified Erosion and Sediment Control Inspector. The Contractor and the Engineer shall conduct inspections in accordance with the NPDES Construction Storm Water General Permit.
2. The NDOR-Certified Erosion and Sediment Control Inspector certification is obtained by completing an erosion and sediment control inspector training course provided by the Nebraska Department of Roads and passing the examination that accompanies the training.
3. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be responsible for ensuring that all BMPs are installed in accordance with NDOR Specifications, Special Provisions, NDOR Standard Plans, or the manufacturers' recommended installation instructions. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be capable of reading and interpreting these documents. The Inspector shall be familiar with product and structural BMPs. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector is required to inspect, assess, and supervise the maintenance of erosion and sediment control BMPs to ensure compliance with the NPDES Construction Storm Water General Permit while preserving BMP functionality.
4. Payment for project inspection is subsidiary to items that direct payment is made.

### **ENVIRONMENTAL COMMITMENT DOCUMENT ENFORCEMENT (B-3-0509)**

#### **General**

1. This specification establishes a disincentive assessment for the Contractor's failure to comply with Environmental Commitments.
2. Deficiencies are described but not limited to:
  - a. Failure to install pollution prevention control BMPs as work progresses or as described in the SWPPP.
  - b. Failure to maintain existing pollution prevention control BMPs.
  - c. Failure to remove non-functioning pollution prevention control BMPs.
  - d. Failure to comply with U. S. Army Corps of Engineers 404 Permit requirements.
  - e. Failure to comply with NPDES Construction Storm Water General Permit requirements.

- f. Failure to comply with all applicable statutes relating to pollution of the waters of the state.
- g. Exceeding the maximum exposed surface area for excavation of 18 Acres without written request for permission and written approval.
- h. Failure to comply with Plans, Specifications, and Contract requirements for the Environmental Commitment Document.

### **Conditions**

- 1. a. The count of Working Days and Calendar Days shall continue during the time period that corrective work is being performed.
  - i. Delays to the project as a result of the Contractor conducting corrective actions for the Environmental Commitment Document shall not constitute a valid reason for an extension of the contract time allowance.
- b. The Contractor shall begin maintenance operations, provide adequate equipment and personnel, and diligently pursue the work without cessation until all deficiencies have been corrected.

### **Corrective Actions**

- 1. a. Deficiencies shall be corrected within seven calendar days of notification. When deficiencies are not corrected within seven calendar days, the Engineer will make a disincentive assessment to the contract as stated herein.
- 2. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven calendar days, the Contractor shall notify the Engineer in writing. The Contractor's letter shall state the reasons preventing corrective action within the time allowed. The Contractor shall propose a Corrective Action Plan within 48 hours. Corrective work shall continue while the Plan is developed. The Contractor's Corrective Action Plan must contain a course of action and a time frame for completion. If the reasons and the Corrective Action Plan are acceptable to the Engineer, the Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If work described in the approved Corrective Action Plan does not commence as proposed, the Engineer may immediately invoke the NDOR Environmental Commitment Control Deficiency Notification Shut-Down Notice.
- 3. The Engineer may require the Contractor to provide a written Procedures Plan. The Procedures Plan shall detail the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within seven calendar days of the request. Failure to correct all deficiencies and provide a Procedures Plan may result in payments being withheld until such time that procedures are outlined.

### **Notification**

- 1. Deficiencies will be documented using the NDOR Environmental Commitment Deficiency Notification Form and the Corrective Action Log.

2. Initial Notice:

- a. The Initial Notice will notify the Contractor of Environmental Commitment deficiencies and direct that they be corrected.
- b. If all corrective work is completed within the time allowance shown in the initial notice or time shown in the Contractor's approved Corrective Action Plan, a disincentive assessment will not be imposed upon the Contractor.

3. Shut-Down Notice:

- a. If all corrective work identified in the Corrective Action Log attached to the Initial Notice has not been completed at the end of the seventh calendar day after the Initial Notice Date, a Shut-Down Notice will become effective on the eighth calendar day after the Initial Notice Date.
- b. All current operations shall cease as of the date and time cited by the Shut-Down Notice. The Contractor shall only work on Environmental Commitment deficiencies. After the Shut-Down Notice, the penalty day assessment will be counted as a Calendar Day.

**Disincentive Assessments**

- 1. If the corrective work is not complete within seven Calendar Days after the Initial Notice, a disincentive assessment of \$250.00 per Deficiency Location per Calendar Day for each Deficiency Location remaining uncorrected will begin on the eighth calendar day after the Initial Notice Date and continue through and count the day the last corrective work was completed for each Deficiency Location.

**Corrective Action Incentive**

- 1. The Contractor shall comply with the NPDES Construction Storm Water General Permit to correct all pollution prevention control deficiencies within 7 calendar days from when the Contractor was notified of the Environmental Commitment deficiencies and prior to the next storm event. The Contractor shall begin maintenance operations, provide adequate equipment and personnel, and diligently pursue the work --- without cessation --- until all deficiencies have been corrected.
- 2. The Department will pay an incentive as outlined in Table A when the Contractor is notified by the Environmental Commitment Deficiency Notification and Corrective Action Log and commences work to correct deficiencies resulting from a storm event that exceeded 0.50 inch of rain. One payment per notification will be made. Multiple deficiencies may be included in one notification.

<b>Table A</b>	
<b>Corrective Action Incentive Payment Schedule</b>	
Incentive to commence corrective work within:	
24 Hours of Notification	\$300.00
48 Hours of Notification	\$200.00

3. An incentive payment will not be paid if corrective work does not commence as outlined in Table A and completed within 7 days, or if an unscheduled visit coincides with a normally scheduled visit.
4. An incentive payment will not be paid for scheduled maintenance visits, expected to occur every 14 days, or pollution prevention BMP installations, maintenance, and removals required due to daily Contractor operations.
5. Immediate Action Deficiencies are not eligible for incentive payment.

#### **Immediate Action Deficiencies**

1. Deficiencies that pose an imminent threat to the environment are considered an emergency situation. These deficiencies will be identified in the Immediate Action Deficiencies section of the Environmental Commitment Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.
2. The Contractor will be assessed a disincentive assessment of \$500.00 per Deficiency per Calendar Day for failure to begin corrective actions or failing to continue to completion.
3. Examples of Immediate Action Deficiencies include but not limited to:
  - a. Threatened & Endangered Species habitat protection deficiencies
  - b. U. S. Army Corps of Engineers 404 Permit Noncompliance
  - c. Petroleum Spills/Tank Leakage
  - d. Hazardous Material Spills

#### **Rights Reserved**

1. The Department reserves the right to initiate and perform corrective action on any deficiencies and then assess the costs to perform the work against the Contractor.
2. The Contractor shall be liable to the Department for any and all costs incurred by the Department as a result of the Contractor's actions, inactions, or for failure to comply with the NPDES Construction Storm Water General Permit, U. S. Army Corps of Engineers 404 Permit, or any other applicable permit.
3. It is expressly understood that the provisions of this specification will not relieve the Contractor of his/her responsibilities nor shall it relieve the surety of its obligation for and concerning any just claim.

#### **EXISTING STRUCTURES**

The Contractor shall prevent damage to existing curb & gutter, culverts, mailboxes, street signs, utility poles, and other permanent structures which are not designated by the Engineer to be removed. Utility poles will be moved only by the utility provider. Where permanent structures are broken or damaged during construction, they shall be repaired or replaced by the Contractor at his expense.

**SUBGRADE PREPARATION  
(C-1-0307)**

Paragraph 2.a. of Subsection 302.03 in the Standard Specifications is amended to include that trimming on narrow, irregular or roadway grading of 1/2 mile (0.8 km) or less may be accomplished using conventional methods.

**TYPE B HIGH INTENSITY WARNING LIGHTS  
(D-6-0307)**

All references in the plans to Type B High Intensity Warning Lights shall be considered void. The plans will not be revised to reflect this change.

**TEMPORARY TRAFFIC CONTROL DEVICES  
(Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and  
Vertical Panels)  
(D-6-0512)**

Paragraph 2.d. of Subsection 422.03 in the Standard Specifications is void and superseded by the following:

- d. (1) Reflectorized drums used for traffic warning or channelization shall be constructed of lightweight, flexible, and deformable materials, be a minimum of 36 inches (900 mm) in height, and have a minimum width of 18 inches (450 mm), regardless of orientation. The predominant color of the drum shall be orange.
- (2) Steel drums shall not be used.
- (3) The markings on drums shall be horizontal, shall be circumferential, and shall display four 6-inch (150 mm) wide bands of retroreflective sheeting, alternating fluorescent orange - white - fluorescent orange - white. The fluorescent orange sheeting shall meet the luminance requirements of the following table.

**FHWA Luminance Factor**

Sheeting Type	Luminance Factor $Y_T$		Fluorescence Luminance Factor Limit, $Y_F$
	Min	Max	
Fluorescent Orange	25	None	15

- e. When approved by the Engineer or shown in the plans, 42" (1070 mm) reflective cones may be used in lieu of Type II Barricades or Reflectorized Drums. 42" (1070 mm) reflective cones shall include a 30-pound (14 kg) rubber base and display four 6-inch (150 mm) wide bands of retroreflective sheeting, alternating fluorescent orange - white - fluorescent orange - white. 42" (1070 mm) reflective cones shall not be used for lane-closure tapers or shifts.

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

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

Paragraph 2.c. of Subsection 422.04 of the Standard Specifications is amended to include Reflectorized Drums.

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

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

### **WORK ZONE TRAFFIC CONTROL SIGNS (D-6-0710)**

The Department has adopted the FHWA 2003 Manual of Uniform Traffic Control (MUTCD) and the 2005 Nebraska Supplement to the MUTCD as the official guidance for work zone traffic control signs. Many work zone traffic control signs have been revised, redesigned, or replaced in the 2003 MUTCD (and 2005 Nebraska Supplement). Accordingly, all work zone signs shall comply with the following:

- 1 - All signs, regardless of age, shall meet the design standards of the 2003 MUTCD (and 2005 Nebraska Supplement).

### **TEMPORARY TRAFFIC CONTROL FOR PERMANENT PAVEMENT MARKING (D-13-1007)**

Paragraph 4. of Subsection 423.04 in the Standard Specifications is void.

## FLASHING BEACON INSTALLATION

The flashing beacons on 66<sup>th</sup> Street shall be installed on pedestal pole type PP-12 (or equivalent) as depicted in the Flashing Beacon Installation Detail.

Unless otherwise indicated on the Drawings or specified in the Special Provisions, all materials shall be new.

The locations of flashing beacons shown on the Drawings are approximate and the exact locations will be established by the Engineer in the field.

All flashing beacon signal heads shall be a minimum 12-inch diameter lens.

- a. **Visors.** Each flashing beacon shall be provided with a tunnel type visor.
- b. **Flashing Beacon Control Assembly.** Each flashing beacon control assembly shall consist of switches, circuit breakers, terminal blocks, flasher, wiring and electrical components necessary to provide proper operation of the beacons, all housed in a single enclosure.
- c. **Circuit Breakers and Switches.** A single-pole 15-ampere circuit breaker shall be installed to control each ungrounded conductor entering the enclosure. A switch to permit manual operation and testing of the flasher circuit shall be provided and labeled "Auto-Test." The switches shall be toggle type, single-pole, single-throw, rated at 15 amperes, 125 VAC. Switches shall be connected in parallel with the timing control circuit so that the timer is bypassed when the switch is in the Test position.
- d. **Flasher.** A 15-ampere solid state flasher shall provide for a 2-circuit alternate operation of beacons.
- e. **Terminal Blocks.** Terminal blocks shall be rated at 25 amperes, 600 volts, shall be molded from phenolic material and shall be the barrier type with plated brass screw terminals and integral type marking strips.

The item "Flashing Beacon" will be measured and paid for on an each basis. Payment shall be considered full compensation for all work prescribed.

## HIGHWAY SIGNS

Paragraph 1. of Subsection 417.05 in the Standard Specifications is amended to include the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Relocate Sign	Each (ea)
Sign	Each (ea)
Post	Each (ea)
Install Traffic Sign	Each (ea)

The item "Relocate Sign" shall also include the post as shown in the plans.

**CONCRETE PAVEMENT CORING  
(F-17-0110)**

Paragraphs 3. a. and 3.b. of Subsection 603.05 of the Standard Specifications are void and superseded by the following:

3. a. (1) A pay factor will be applied to each unit based on the compressive strength of 1 core per unit tested in accordance with AASHTO T 24.
- (2) Concrete cores must have a minimum age of 28 days before testing.
- (3) The paved area shall be divided into units, and each unit will be considered separately.
- (4) Units are 750 linear feet (230 m) of pavement for each separately placed width or width of each class of concrete whether or not placed separately starting at the beginning of the pavement.
- b. (1) When any unit core fails to have the required minimum compressive strength, the Contractor will have the option to obtain, at no cost to the Department, two additional cores from that unit provided that:
  - (i) The cores shall be cut by the contractor. (The cutting to be witnessed by the Engineer)
  - (ii) The cores shall be cut within seven (7) days of being notified of the strength deficiency, and
  - (iii) The cores shall be cut within 6 inches of the original unit core in the longitudinal direction.
- (2) The Engineer will take possession of the cores and have them tested within 24 hours at the Materials and Research laboratory.
- (3) The results of all three cores sampled at the location will be averaged for the final compressive strength calculation and pay factor.
- (4) The Department may agree to cut the additional cores if requested to do so by the Contractor, but will do so only if the Department's coring crew is available on the project and has sufficient time to cut and transport the cores for testing during normal working hours within seven (7) days of the Contractor being notified of the strength deficiency.

Paragraph 4.a.(4) of Section 603.05 in the Standard Specifications is void and replaced by the following:

A separately placed width is the width between field constructed longitudinal joints, between a longitudinal construction joint and the edge, or between two pavement edges. A separately placed width may include more than one pay class of concrete, such as doweled and non-doweled.

**PORTLAND CEMENT CONCRETE PAVEMENTS  
GENERAL REQUIREMENTS  
(F-20-0611)**

Paragraph 7.b. of Subsection 601.02 in the Standard Specifications is void and superseded by the following:

- b. The finishing machine shall travel at a controlled speed such that it produces a uniform, well consolidated pavement that does not contain large voids.

Paragraph 10.d. of Subsection 601.02 is void and superseded by the following:

- d. The Contractor shall always have a tachometer available to monitor vibrator frequency. The vibrator frequency shall be within the manufacturer's specifications not to exceed 9,000 vpm.

Paragraph 12.d.(1) of Subsection 601.02 is void and superseded by the following:

- (1) The mechanical joint saw shall have an adjustable guide to insure a true line is cut. The mechanical joint saw blade shall be water-cooled, or specifically designed for early-entry sawing if air cooled.

Paragraph 12.d.(2) of Subsection 601.02 is void.

Paragraph 12.d.(3) of Subsection 601.02 is void and superseded by the following:

- d. (3) The joint cut shall be made with a diamond-toothed blade.

**CONCRETE PAVEMENT  
(F-21-0611)**

Paragraph 2.a. of Subsection 603.03 in the Standard Specifications is amended to include the following:

- (6) The base material shall be moistened through a uniform, lightly applied spray pattern prior to concrete placement as directed by the Engineer.

Paragraphs 2.d. and e. of Subsection 603.03 are void and superseded by the following:

- d. After being consolidated with internal mechanical vibration, the concrete shall be struck off to a uniform height approximately 0.5 inch (12 mm) above the finished surface and then finished to the final elevation by means of a vibrating mechanical or vibrating hand operated screed.
- e. Finished concrete shall be of uniform density with no segregation, honeycombing, or large voids.

Paragraph 3.f. of Subsection 603.03 is void and superseded by the following:

- f. (1) A wet burlap, carpet, or canvas drag will be drawn over the entire surface in a longitudinal direction for a final finish, dampening of this drag material will be accomplished through a uniform, lightly applied spray pattern.
- (2) The drag shall be suspended from a mandrel, or similar device, to insure a uniform texture.
- (3) The drag shall be lifted from the surface of the concrete pavement when the paving train is not in motion for 30 minutes or more and carefully reset before resuming the dragging operations.
- (4) Drags shall be rinsed or washed as necessary to obtain a uniform surface. Drags that cannot be cleaned shall be replaced.

Paragraphs 4.e., f., g., and h. of Subsection 603.03 are void and superseded by the following:

- e. For areas with pavement widening, dowel baskets shall be placed in all transverse contraction joints which are 6 feet (1.8 mm) or wider.
- f. If normal vibration is found inadequate to thoroughly consolidate the plastic concrete within and around the dowel basket assemblies, adjustments to the material and/or operations shall be made.
- g. Precautions shall be taken to assure that the sawed contraction joint is located directly over the center of the dowel bars.
- h. Transverse cracks which form in the concrete pavement panels between load transfer joints shall be stitched as shown in the plans, described in the Special Provision or repaired as directed by the Engineer. No payment will be made for this work.

Paragraph 6.b.(7)(i) of Subsection 603.03 is void and superseded by the following:

- (7) (i) The concrete shall be textured by dragging a wet burlap, carpet, or canvas belt over the full width of the surface in a longitudinal direction. Dampening of this drag material will be accomplished through a uniform, lightly applied spray pattern.

Paragraph 6.c.(4)(i) of Subsection 603.03 is void and superseded by the following:

- (4) (i) The concrete shall be textured by dragging a wet burlap, carpet, or canvas belt over the full width of the surface in a longitudinal direction. Dampening of this drag material will be accomplished through a uniform, lightly applied spray pattern.

Paragraph 7.a.(3) of Subsection 603.03 is void and superseded by the following:

- (3) (i) The curing compound shall be applied in 2 equal applications immediately following each other or other methods approved by the Engineer.
- (ii) The total rate of applications shall be at a minimum of 1 Gal/100 SF (0.3 L/m<sup>2</sup>) of surface area for tined surfaces or 1 Gal/150 SF (0.2 L/m<sup>2</sup>) of surface area for all other finishes.

Paragraph 8.a.(6) of Subsection 603.03 is voided and superseded by the following:

- (6) Any panels that contain random cracking will be considered unacceptable. The Engineer will decide whether to replace or repair the panel. The Contractor shall replace or repair these panels at the direction of the Engineer at no cost to the Department. A 20% deduction will be assessed on any repaired panel. Any panel that is replaced will not be assessed a 20% deduction.

Paragraph 8.d.(3) of Subsection 603.03 is void.

Paragraphs 8.d.(4), (5) and (6) of Subsection 603.03 are void and superseded by the following:

- (4) Before sealing, the joint wall (not the bottom of joint) surfaces shall be sandblasted or water-blasted to remove all dirt, curing compound residue, laitance, and any other foreign material. After sandblasting, the entire joint shall be cleaned with compressed air having a minimum pressure of 90 psi (620 kPa). The compressed air shall be free of oil, water, and other contaminants. The joints shall be dry at the time of sealing.
- (5) (i) Transverse contraction joints in Portland cement concrete pavements shall be sealed so that the joint is filled to approximately 1/8" to 3/8" (3 to 9 mm) below the top of the joint with an approved hot poured sealant.
  - (ii) All overflow material shall be removed from the surface of the pavement.
  - (iii) If adhesion is not satisfactory, the material shall be rejected.
- (6) The Contractor shall give the Engineer one copy of the hot pour manufacturer's sealing recommendations.

Paragraph 9.b. of Subsection 603.03 in the 2007 edition of the NDOR Standard Specifications for Highway Construction is void and superseded by:

- b. When the pay item "Portland Cement Concrete Smoothness Testing" is not included in the contract, the Contractor shall test the hardened concrete for surface irregularities with a California Profilograph. Areas showing high spots (bumps) in excess of 0.30 inches in a 25 foot span will be plainly marked on the pavement and on the printed pavement profile trace. All identified high spots shall be ground to the required profile. The grinding shall be performed so that the cement-aggregate bond is not broken. The equipment and profilograph test procedure requirements of Section 602 of the Standard Specifications for Highway Construction shall apply to this surface testing.

Paragraph 9.c of Subsection 603.03 is amended to include:

- c. At the Engineer's option, the use of a 10 foot straightedge to locate high spots in excess of 1/8 inch may be allowed in lieu of bump detection using a profilograph testing.

Paragraphs 11.c., d. and e. of Subsection 603.03 are void and superseded by the following:

- c. The Contractor's forces may be allowed on the concrete pavement when the concrete has reached a minimum age of 14 days or when the concrete has reached a compressive strength of 3000 psi (24 MPa) when tested in accordance with ASTM C 39.
- d. With the approval of the Engineer, the Contractor may elect to increase the early strength of the concrete by adding cement and/or reducing the water/cement

ratio, and then the pavement may be opened to traffic provided it has attained a compressive strength of 3500 psi (24 MPa). The concrete in the area where the early strength is required shall be paid for at the bid price.

- e. When required by the Special Provisions or when requested by the Contractor, the maturity method, as provided for in ASTM C 1074, may be used in lieu of the requirements of Subsection 603.03, Paragraph 10.c. and d. to determine the strength of concrete pavement for the purpose of early opening to traffic. Requests by the Contractor for use of the maturity method shall be on a project basis and shall be made in writing to the Materials and Research Engineer. The Contractor shall be responsible to coordinate with the Materials & Research Division to develop the maturity curve.

Paragraph 3.a. and b. of Subsection 603.05 is void and superseded by the following:

3. a. A pay factor will be applied to each unit based on the compressive strength of 1 core per unit tested in accordance with AASHTO T 24. Concrete cores must have a minimum age of 28 days before testing. The Contractor will have the option to obtain two additional cores for any unit core that fail to have the required minimum compressive strength provided that the cores are:

- (1) Obtained and tested within seven (7) days of being notified of the strength deficiency, under the supervision of the Engineer.
- (2) Cut within 6 inches of the original unit core in the longitudinal direction.

The results of all three cores sampled at the location will be averaged for the final compressive strength calculation and pay factor.

- b. The paved area shall be divided into units. Each unit will be considered separately. Units are 750 linear feet (230 m) of pavement for each separately placed width, or width of each class of concrete whether or not placed separately starting at the beginning of the pavement.

Paragraph 4.a.(7) of Subsection 603.05 is void and superseded by the following:

- (7) At the option of the Engineer, cores may not be required from irregular areas with widths less than 8 feet (2.4 m) or from an individual pavement type that involve less than 5,000 square yards (4200 m<sup>2</sup>) of pavement.

Paragraph 4.c.(4) of Subsection 603.05 is void and superseded by the following:

- (4) If the average thickness of the cores is deficient by more than 0.25 inch (6 mm) but not more than 0.50 inch (12.5 mm) an adjusted unit price will be paid in accordance with Table 603.04. Cores deficient by more than 0.50 inch (12.5 mm) will be treated as prescribed in Paragraph 4.d. of this Subsection.

### **DETECTABLE WARNING PANEL**

Detectable Warning Panels shall be installed on curb ramps at the locations and in accordance with the details shown in the plans. Approved Detectable Warning Panels are shown on the NDR Approved Products List.

The item "Detectable Warning Panel" shall be measured and paid for by the square foot. Payment shall be considered full compensation for all work required to furnish and install the Detectable Warning Panels.

### **PORTLAND CEMENT CONCRETE (J-15-0812)**

Paragraph 1. of Subsection 1002.02 in the Standard Specifications is amended to include the following:

- b. Concrete mixes will be in accordance of Table 1002.02.

Paragraph 3. of Subsection 1002.02 is void and superseded by the following:

3. Type 1PF and 1PN cement shall be used for all classes of concrete except for pavement repair. Pavement repair shall include Type I/II Portland cement for Class PR1 concrete and Type III Portland cement shall be used in Class PR3 concrete. Type 1P cement shall meet all requirements of ASTM C 595.

Tables 1002.02, 1002.02M and 1002.03 in Subsection 1002.02 are void and superseded by the following:

**ENGLISH  
TABLE 1002.02**

**Concrete Mixes (Cubic Yard Batch)**

Class of Concrete (1)	Base Cement Type*	Portland Cement (Min. lb/cy)	Pre-Blended Class F Fly Ash or Pozzolan* (Min. lb/cy)	Slag Cement (Min. lb/cy)	Class C Fly Ash (Min. lb/cy)	Silica Fume (Min. lb/cy)	Total Cementitious Materials (Min. lb/cy)	Total Agg. (Min. lb/cy)	Total Agg. (Max. lb/cy)	Coarse Agg. (%) (3)	Type of Coarse Agg.****	Air Content (% Min.-Max.) (2)	Water/Cement Ratio Max. (4)	Required Strength (Min. psi) (7)
47B**	1PF/1PN	423	141	0	0	0	564	2850	3150	30±3	Limestone	7.5 -10.0	0.48	3500
47B***	1PF/1PN	423	141	0	0	0	564	2850	3150	30±3	Limestone	6.0 - 8.5	0.48	3500
47BD	1PF/1PN	494	164	0	0	0	658	2500	3000	30±3	Limestone	6.0 - 8.5	0.42	4000
PR1	I/II	752	0	0	0	0	752	2500	2950	30±3	Limestone	6.0 - 8.5	0.36	3500
PR3	III	799	0	0	0	0	799	2500	2950	30±3	Limestone	6.0 - 8.5	0.45	3500
SF	I/II	564	0	0	0	25	589	2850	3200	50±3	Limestone	6.0 - 8.5	0.36	4000
47BHE	1PF/1PN	564	188	0	0	0	752	2500	3000	30±3	Limestone	6.0 - 8.5	0.40	3500
BX <sup>(8)</sup>	1PF/1PN	423	141	0	0	0	564	2850	3150	0	0 (5)	6.0 - 8.5	0.48	3500
47BFS** <sup>(6)</sup>	1PF/1PN	338	113	113	0	0	564	2850	3150	30±3	Limestone	7.5 -10.0	0.48	3500
47BFS*** <sup>(6)</sup>	1PF/1PN	338	113	113	0	0	564	2850	3150	30±3	Limestone	6.0 - 8.5	0.48	3500
47BDFS <sup>(6)</sup>	1PF/1PN	396	131	131	0	0	658	2850	3000	30±3	Limestone	6.0 - 8.5	0.42	3500

- (1) Each class shall identify the minimum strength requirement. (For example, 47B-3500, where the last four digits indicate the strength in pounds per square inch. In the chart, strength of 3500 psi is indicated for 47B-3500; however, other strengths may be authorized elsewhere in the contract. The classes shown in the chart are typical examples.)  
All classes of concrete shall be air-entrained, and a water-reducing admixture shall be used.  
A slump test shall be performed to check for consistency and/or workability. Any increase in slump must be pre-approved by the Engineer.  
A water reducer admixture shall be used at the manufacturer's recommendations.
- (2) As determined by ASTM C 138 or ASTM C 231.  
FOR INFORMATION ONLY. The Contractor may develop a Quality Control Program to check the quantity of air content on any given project; such as checking the air content behind the paver.
- (3) Coarse aggregate shall be limestone unless otherwise specified.
- (4) The Contractor is responsible to adjust the water/cement ratio so that the concrete supplied achieves the required compressive strength without exceeding the maximum water/cement ratio. The minimum water/cement ratio for any slip form concrete pavement is 0.38, unless the Contractor obtains written approval from the NDR Materials & Research Division prior to any placement on the project. The Contractor may request approval from Materials & Research in writing to change the water/cement ratio to 0.36.
- (5) Single aggregate (sand-gravel) used for these classes of concrete.
- (6) 47BFS is an acceptable substitute for 47B and 47BDFS is an acceptable substitute for 47BD.
- (7) For acceptance of each class of concrete, refer to the specifications.
- (8) For temporary surfacing, straight Type I/II cement is allowed.
- (\*) Mixes with Type 1PF and 1PN are pre-blended or interground with Class F fly ash or Class N Pozzolan by the cement mill producer at a rate of 25%±2%, no additional Class F fly ash or Class N Pozzolan is added at the batch plant. Lithium Nitrate may be used in place of Class F fly ash or Class N Pozzolan, see Section 1007 of the Standard Specifications as modified in these Special Provisions.
- (\*\*) For slip form applications.
- (\*\*\*) For hand-pours and substructures applications.
- (\*\*\*\*) Quartzite aggregate can be used in place of limestone providing the aggregate meets Paragraph 3.b. of Subsection 1033.02.

**METRIC  
TABLE 1002.02**

**Concrete Mixes (Cubic Meter Batch)**

Class of Concrete (1)	Base Cement Type*	Portland Cement (Min. kg/m <sup>3</sup> )	Pre-Blended Class F Fly Ash or Pozzolan* (Min. kg/m <sup>3</sup> )	Slag Cement (Min. kg/m <sup>3</sup> )	Class C Fly Ash (Min. kg/m <sup>3</sup> )	Silica Fume (Min. kg/m <sup>3</sup> )	Total Cementitious Materials (Min. kg/m <sup>3</sup> )	Total Agg. (Min. kg/m <sup>3</sup> )	Total Agg. (Max. kg/m <sup>3</sup> )	Coarse Agg. (%) (3)	Type of Coarse Agg.****	Air Content (% Min.-Max.) (2)	Water/Cement Ratio Max. (4)	Required Strength (Min. Mpa) (7)
47B**	1PF/1PN	251	84	0	0	0	335	1691	1869	30±3	Limestone	7.5 -10.0	0.48	25
47B***	1PF/1PN	251	84	0	0	0	335	1691	1869	30±3	Limestone	6.0 - 8.5	0.48	25
47BD	1PF/1PN	293	97	0	0	0	390	1483	1780	30±3	Limestone	6.0 - 8.5	0.42	30
PR1	I/II	446	0	0	0	0	446	1483	1750	30±3	Limestone	6.0 - 8.5	0.36	25
PR3	III	474	0	0	0	0	474	1483	1750	30±3	Limestone	6.0 - 8.5	0.45	25
SF	I/II	335	0	0	0	15	349	1483	1899	50±3	Limestone	6.0 - 8.5	0.36	30
47BHE	1PF/1PN	335	112	0	0	0	446	1483	1780	30±3	Limestone	6.0 - 8.5	0.40	25
BX <sup>(8)</sup>	1PF/1PN	251	84	0	0	0	335	1691	1869	0	0 (5)	7.5 - 8.5	0.48	25
47BFS** <sup>(6)</sup>	1PF/1PN	201	67	67	0	0	335	1691	1869	30±3	Limestone	7.5 -10.0	0.48	25
47BFS*** <sup>(6)</sup>	1PF/1PN	201	67	67	0	0	335	1691	1869	30±3	Limestone	6.0 - 8.5	0.48	25
47BDFS <sup>(6)</sup>	1PF/1PN	234	78	78	0	0	390	1483	1780	30±3	Limestone	6.0 - 8.5	0.42	30

- (1) Each class shall identify the minimum strength requirement. (For example, 47B-25, where the last two digits indicate the strength in MPa. In the chart, strength of 25 MPa is indicated for 47B-25; however, other strengths may be authorized elsewhere in the contract. The classes shown in the chart are typical examples.)  
All classes of concrete shall be air-entrained, and a water-reducing admixture shall be used.  
A slump test shall be performed to check for consistency and/or workability. Any increase in slump must be pre-approved by the Engineer.  
A water reducer admixture shall be used at the manufacturer's recommendations.
- (2) As determined by ASTM C 138 or ASTM C 231.  
FOR INFORMATION ONLY. The Contractor may develop a Quality Control Program to check the quantity of air content on any given project; such as checking the air content behind the paver.
- (3) Coarse aggregate shall be limestone unless otherwise specified.
- (4) The Contractor is responsible to adjust the water/cement ratio so that the concrete supplied achieves the required compressive strength without exceeding the maximum water/cement ratio. The minimum water/cement ratio for any slip form concrete pavement is 0.38, unless the Contractor obtains written approval from the NDR Materials & Research Division prior to any placement on the project. The Contractor may request approval from Materials & Research in writing to change the water/cement ratio to 0.36.
- (5) Single aggregate (sand-gravel) used for these classes of concrete.
- (6) 47BFS is an acceptable substitute for 47B and 47BDFS is an acceptable substitute for 47BD.
- (7) For acceptance of each class of concrete, refer to the specifications.
- (8) For temporary surfacing, straight Type I/II cement is allowed.
- (\*) Mixes with Type 1PF and 1PN are pre-blended or interground with Class F fly ash or Class N Pozzolan by the cement mill producer at a rate of 25%±2%, no additional Class F fly ash or Class N Pozzolan is added at the batch plant. Lithium Nitrate may be used in place of Class F fly ash or Class N Pozzolan, see Section 1007 of the Standard Specifications as modified in these Special Provisions.
- (\*\*) For slip form applications.
- (\*\*\*) For hand-pours and substructures applications.
- (\*\*\*\*) Quartzite aggregate can be used in place of limestone providing the aggregate meets Paragraph 3.b. of Subsection 1033.02.

Table 1002.03	
Table of Acceptable Concrete Class	
Class	Acceptable Class for
BX	47B, 47BD, or 47B-HE
47B	47BD, or 47B-HE

Paragraph 5, 6, 7, 8, 9, and 10 of Subsection 1002.02 are void and superseded by the following:

5. Class PR1 and PR3 Concrete:
  - a. The calcium chloride for use in PR concrete shall be either:
    - (1) A commercially prepared solution with a concentration of approximately 32 percent by weight.
    - (2) A Contractor prepared solution made by dissolving 4.5 pounds (0.54 Kg) of Grade 2 or 6.2 pounds (0.74 Kg) of Grade 1 calcium chloride per gallon (liter) of water to provide a solution of approximately 32 percent by weight.
  - b. The 7.4 pounds (10.89 Kg) of water in each gallon (liter) of solution shall be considered part of the total water per batch of concrete.
  - c. The calcium chloride solution shall be added, just prior to placement, at a rate of 0.375 gallons/100 pounds of cement (1.4 lb. calcium chloride per 100 lb. cement) [3.13 L/100 Kg of cement (1.4 Kg calcium chloride per 100 Kg cement)].
  - d. Class A, Flaked or Pellet Calcium Chloride shall be added at a rate not to exceed 2.0 percent of the weight of the cement for Grade 1, or 1.6 percent of the weight of the cement for Grade 2. Grade 1 Calcium Chloride purity is between 70 and 90 percent and Grade 2 Calcium Chloride is between 91 and 100 percent.
  - e. Where mixing trucks are used:
    - (1) For Class PR3 concrete, calcium chloride shall be thoroughly mixed into the concrete before placement. The minimum mixing time is 2 minutes.
    - (2) For Class PR1 concrete, calcium chloride shall be added first and then the concrete mixed at least 2 minutes or as required by manufacturer. Next, the Type F high range water-reducer admixture is added and the concrete is mixed an additional 5 minutes.
  - f. Where continuous batching equipment is employed, such as a concrete mobile mixer, the calcium chloride solution and Type F high range water-reducer admixture shall be incorporated in the concrete through a flow meter.

6. Class High Early (HE) Concrete
  - a. High Early (HE) strength concrete shall be cured as prescribed in Subsection 603.03, Paragraph 7. The Contractor shall take necessary curing measures so the required strength is achieved.
  - b. High Early concrete shall achieve a compressive strength of 3,500 psi (25 MPa) at 48 hours after placement.
  - c. The 48-hour compressive strengths shall be used to determine pay factor deductions for high early concrete in accordance with Table 603.03.
  - d. A non-calcium chloride accelerator shall be used when the ambient temperature at the time of the placement of concrete is 70°F or less.
  - e. When requested by the Contractor, the maturity method, as provided in NDR C 1074, may be used in lieu of the requirements of Subsection 603.03, Paragraphs 11.c. and d. to determine the strength of concrete pavement for the purpose of early opening to traffic and acceptance. Requests by the Contractor for use of the maturity method shall be on a project basis and shall be made in writing to the Engineer.
7. The yield of the concrete proportions shall be determined and adjusted by the Producer or Engineer.

Subsection 1002.02 is amended to include the following:

11. All Classes of Concrete with the exception of PR1 and PR3 shall have a Durability Factor not less than 70 and a mass loss not greater than five percent after 300 freeze/thaw cycles when tested in accordance with ASTM C 666. The freeze/thaw testing shall be conducted according to Procedure A.

Paragraph 4. of Subsection 1002.03 is void and superseded by the following:

4.
  - a. Mix times shall meet the requirements of ASTM C 94. Mixing time tests shall be repeated whenever the concrete appearance indicates that mixing was inadequate.
  - b. Batch plants that are transporting the concrete in non-agitating trucks, the mixing time will not be less than 60 seconds; and for agitating trucks, the mixing time will not be less than 45 seconds.
  - c. The Certification of stationary and portable ready mix plants will conform to the tests that are required in the NDR Materials Sampling Guide.

Paragraph 8. of Subsection 1002.03 is void and superseded by the following:

8. Aggregate from a dry pit and coarse aggregate shall be uniformly saturated with water before it is used. The wetting shall begin 24 hours before concrete mixing to allow complete saturation.

Paragraph 1.b. of Subsection 1002.04 is void.

Paragraph 6 of Subsection 1002.04 is void and superseded by the following:

6. Compressive strength tests shall be made in accordance with ASTM C 39. Compressive strength cylinders shall be cured in accordance with ASTM C 31 paragraph 10. The compressive strength requirements shall be as specified. In general, 7-day compressive strength should be 70 percent of the 28-day compressive strength.

### **PORTLAND CEMENT (J-15-0812)**

Section 1004 in the Standard Specifications is void and superseded by the following:

#### **1004.01 – Description**

1. Portland cement is the binder in concrete, locking the aggregate into a solid structure. It is manufactured from lime, silica, and alumina (with a small amount of plaster of gypsum).
2. Equivalent alkali referred to herein is hereby defined as the sum of the sodium oxide ( $\text{Na}_2\text{O}_e$ ) and the potassium oxide ( $\text{K}_2\text{O}$ ) calculated as sodium oxide (equivalent alkali as  $\text{Na}_2\text{O}_e = \text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$ ).

#### **1004.02 – Material Characteristics**

1. Type I, Type II and Type III Portland cement shall conform to the requirements in ASTM C 150 with the following additional requirements:
  - a. Portland cement shall not contain more than 0.60 percent equivalent alkali.
  - b. Processing additions may be used in the manufacture of the cement, provided such materials have been shown to meet the requirements of ASTM C 465 and the total amount does not exceed 1 percent of the weight of Portland cement clinker.
2. Type 1PF or 1PN shall be a Type 1P made exclusively with Class "F" fly ash or Class N as the pozzolan. Type 1P cement shall conform to the requirements as prescribed in ASTM C 595 and the following requirements:
  - a. The pozzolan content shall be  $25 \pm 2$  percent of the cementitious materials by weight.

- b. The pozzolan shall be Class F fly ash or Class N pozzolan.
- c. Additional fly ash substitution shall not be allowed with Type 1P cement containing Class F fly ash or Class N pozzolan.

#### **1004.03 – Procedures**

1. The Contractor shall provide adequate protection for the cement against dampness.
  - a. Cement shall be hauled or stored in railroad cars, dry bulk trailers or in suitable moisture-proof buildings.
  - b. The use of tarpaulins for the protection of the cement against moisture will not be allowed.
2. No cement which has become caked or lumpy shall be used.
3. Cement which has been spilled shall not be used.
4. Accepted cement which has been held in storage at the concrete mix plant more than 90 days shall be retested.
5. Cement coming directly from the manufacturer shall not be used until the temperature is 150°F (66°C) or less.

#### **1004.04 – Acceptance Requirements**

1.
  - a. Cements for use on NDR projects must be on the NDR Approved Products List.
  - b. Cements will be placed on the NDR Approved Products List based on conformance with the NDR Acceptance Policy for Portland and Blended Cements. This information can be found on the NDR Materials and Research website.
2. Portland cement chemical and physical test requirements shall conform to NDR Acceptance Policy for Portland and Blended Cements contained in the NDR's Materials Sampling Guide.
3. All cements shall be sampled and tested at the rate as described in the NDR's Materials Sampling Guide.
  - a. NDR will inform the Contractor when a sample is required.
  - b. A sample shall be taken by a Contractor's Certified Portland Cement Sampler and must be under the supervision of NDR certified personnel.
  - c. The sample shall be taken at the plant from a bulk shipment of a rail car, dry bulk trailer, batch plant silo or from the line between the bulk truck and the silo. Upon sampling, NDR will take custody of the sample.

4. a. Blended cements shall be tested according to the provisions of ASTM C 1567. The mortar bars shall be composed of the Type 1PF/1PN cement and sand/gravel from a Platte River Valley source approved by NDR Materials and Research Division. The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28-days. To accommodate precision within multi-laboratory testing, expansion up to and including 0.13% will be accepted for use. If the expansion is above 0.13%, the material will be noncompliant.
- b. Noncompliant material from the terminal or mill will be temporarily removed from the Approved Products List pending further investigation.
5. If the noncompliant cement is removed from the Approval Products List, all shipments from the supplier will be held until the investigation of the failing samples have been completed by the NDR Materials and Research Division. These procedures shall be in accordance with NDR Acceptance Policy for Portland and Blended Cements in the NDR's Material Sampling Guide.

### **WATER FOR CONCRETE (J-15-0512)**

Section 1005 in the Standard Specifications is void and superseded by the following:

#### **1005.01 – Description**

Water shall be free from objectionable quantities of oil, acid, alkali, salt, organic matter, or other deleterious materials and shall not be used until the source of supply has been approved.

#### **1005.02 – Material Characteristics**

1. Water which contains more than 0.25 percent total solids by weight shall not be used.
2. When required by the Engineer, the quality of mixing water shall be determined by ASTM C 1603, ASTM C 114 and ASTM C 1602.
3. Upon written request by the concrete producer and approval by Materials and Research, the concrete producer may utilize up to 10% wash water for batching fresh concrete, only in mixes using 1P under the following conditions:
  - a. Wash water shall conform to the requirements in NDR's Material Sampling Guide.
  - b. Wash water must be clarified wash water that has been passed through a settling pond system.
  - c. Wash water must be scalped off of a settling basin that has been undisturbed for a minimum of 12 hours.
  - d. Wash water must be metered into each load.

- e. Wash water quantities shall be shown on the batch ticket.

### **CALCIUM CHLORIDE (J-15-0307)**

Section 1006 of the Standard Specifications is void and superseded by the following:

#### **1006.01 – Description**

Calcium Chloride shall be Type S (Solid) or Type L (Liquid). Calcium Chloride can be used for, but not limited to, dust control and acceleration of the set of concrete.

#### **1006.02 – Material Characteristics**

The requirements for calcium chloride shall be as shown in ASTM D 98.

#### **1006.03 – Acceptance Requirements**

Acceptance shall be based on sampling and testing in accordance with AASHTO T 143 and requirements contained in the NDR Materials Sampling Guide.

### **SECTION 1007 -- CHEMICAL ADMIXTURES (J-15-0211)**

Section 1007 in the Standard Specifications is void and superseded by the following:

#### **1007.01 -- Description**

1. Admixtures are materials added to Portland cement concrete to change characteristics such as workability, strength, imperviousness, freezing point, and curing.
2. The Department's concrete admixture types are:
  - a. Type A - Water-Reducing Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump.
  - b. Type B - Retarding Admixture - An admixture that slows the setting of concrete.
  - c. Type C - Accelerating Admixture - An admixture that speeds the setting and early strength development of concrete.
  - d. Type D - Water-Reducing and Retarding Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump and slows the setting of concrete.
  - e. Type E - Water-Reducing and Accelerating Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump and speeds the setting and early strength development of concrete.

- f. Type F - Water-Reducing, High Range Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump by 12 percent or greater.
- g. Type G - Water-Reducing, High Range and Retarding Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump by 12 percent or greater and slows the setting of concrete.
- h. Air-Entraining - An admixture that encapsulates air in the concrete.
- i. Lithium Nitrate - An admixture used to control the Alkali-Silica-Reaction (ASR) in concrete.

#### **1007.02 -- Material Characteristics**

- 1. Type A through G admixtures shall meet the requirements in ASTM C 494.
- 2. Air-entraining admixtures shall meet the requirements in ASTM C 260.
- 3. Use of admixtures other than those cited may be requested by the Contractor.
- 4. Admixtures shall not contain more than 1 percent of chlorides calculated as calcium chloride.
- 5. Admixtures shall be used at the manufacturer's recommended dosage rates.
- 6. The air-entraining admixture characteristics shall produce concrete with satisfactory workability and a total air content as prescribed in Table 1002.02.
- 7.
  - a. When using the Lithium Nitrate admixture, the Contractor shall submit to the Engineer:
    - (i) A five pound sample of cement that will be used on the project.
    - (ii) The Manufacturer's method for determining the recommendation for the required dose rate based on the equivalent alkali content.
    - (iii) Water content of the Lithium Nitrate admixture solution.
  - b. The Engineer will report the equivalent alkali content to the Contractor. The Contractor shall use the reported equivalent alkali content to determine the required dose rate based on the manufacturer's recommendation.

#### **1007.03 -- Procedures**

- 1. The process for adding admixtures to a ready mix truck on the project site involves positioning the load of concrete up to the truck chute, stopping short of discharge.
  - a. The admixture is then poured over the surface of the concrete and mixed for at least 5 minutes.

- b. No more than 1.3 gallons (5L) of water shall be used to rinse the admixture from the fins and top chute. This water must be shown on the proportioning report and shall not exceed the water cement ratio.
  - c. When Lithium Nitrate is used, the portion of the admixture that is water will be shown on the proportioning report and shall not exceed the water cement ratio.
  - d. The Contractor is responsible for the addition of the admixture.
2.
    - a. If the air content is less than the minimum specified, addition of air-entraining admixtures is allowed.
    - b. The Contractor shall take measures based on manufacturer's recommendations, that are within compliance of NDR Specifications, to bring the load of concrete into NDR prescribed limits according to Table 1002.02.
    - c. If the air content is then outside the limits in Table 1002.02, the load of concrete shall be rejected.

**1007.04 -- Acceptance Requirements**

1.
  - a. Approved chemical admixtures are shown on the NDR Approved Products List.
  - b. Admixture approval shall be based upon annual certifications and certified test results submitted to the NDR Materials and Research Division.
2. The admixture must be essentially identical in concentration, composition, and performance to the admixture tested for certification.
3. Admixtures not identified on the NDR Approved Products List may be used under the following conditions:
  - a. A certificate of compliance and certified test results must be submitted to the NDR Materials and Research Division, and;
  - b. Approval for use must be given by the NDR Materials and Research Division.

**FLY ASH AND CALCINED NATURAL POZZOLAN  
(J-15-0512)**

Subsection 1008.02 in the Standard Specifications is void and superseded by the following:

**1008.02 – Material Characteristics**

1. All fly ash and calcined clay natural pozzolan will be acceptance tested by the NDR Materials and Research Division. This includes production plant samples and field samples.
2. Fly ash shall conform to the requirements of Class C, Class F, and Class N pozzolan as defined in ASTM C 618 except that the maximum loss on ignition for Class F pozzolan shall be 3.0 percent. Either class of fly ash shall not contain more than 1.5 percent of available alkalis as  $\text{Na}_2\text{O}_e$ .
3. Fly ash produced in furnace operations utilizing liming materials or soda ash (sodium carbonate) as an additive will not be acceptable.

**SILICA FUME  
(J-15-0307)**

Paragraph 2 of Subsection 1009.03 in the Standard Specifications is void and superseded by the following:

2. Silica fume shall be protected from temperatures in excess of 90°F (32°C).

**LIQUID MEMBRANE-FORMING COMPOUNDS FOR CURING CONCRETE  
(J-15-0307)**

Subsection 1012.03 in the Standard Specifications is void and superseded by the following:

**1012.03 – Acceptance Requirements**

1. All curing compounds to be approved must be from the current calendar year with no carry-over from the previous years.
2. Approved compounds are on the NDR Approved Products List.
3. Products not on the NDR Approved Products List shall be sampled and tested in accordance with requirements of the NDR Materials Sampling Guide.

**BITUMINOUS LIQUID COMPOUNDS FOR CURING CONCRETE  
(J-15-1007)**

Section 1013 in the Standard Specifications is void and superseded by the following:

**1013.01 – Description**

The compound shall consist essentially of an asphaltic base and shall be of a consistency suitable for spraying at temperatures existing at the time of construction operations. It shall form a continuous, uniform film. It shall be free of precipitated matter caused by conditions of storage or temperature. The compounds shall be relatively nontoxic.

**1013.02 – Material Characteristics**

- a. When tested in accordance with AASHTO T 155, the loss of water shall not be more than 0.11 lb/ft<sup>2</sup> (0.55 kg/m<sup>2</sup>) of surface area at 3 days, unless otherwise specified by the Engineer.
- b. The Contractor has the option of using bituminous tack coat. The tack coat shall conform to all requirements of Section 504.

**1013.03 – Acceptance Requirements**

Products shall be sampled and tested in accordance with requirements of the NDR Materials Sampling Guide.

**JOINT SEALING FILLER  
(J-15-0307)**

Paragraph 1.a.i. of Subsection 1014.02 in the Standard Specifications is void and superseded by the following:

- i. Material having a bond specification will be tested on concrete blocks that will be constructed by the Department's Concrete Laboratory. The concrete blocks will be constructed using 47B-3500 (47B-25) concrete meeting the requirements of Section 1002 in the Standard Specifications.

**EPOXY COMPOUNDS AND ADHESIVES  
(J-15-0308)**

Section 1018 in the Standard Specifications is void and superseded by the following:

**1018.01 – Description**

This specification provides requirements for two-component, epoxy-resin bonding systems for use in non-load bearing applications and resin adhesives for application to Portland cement concrete.

### 1018.02 – Material Characteristics

1. Epoxy-resin bonding systems shall conform to the requirements of ASTM C 881. Approved systems are shown on the NDR Approved Products List.
  2. The classification of Epoxy-Resin Bonding Systems is as follows:
    - a. Type I For use in non-load bearing applications for bonding hardened concrete and other material to hardened concrete.
    - Type II For use in non-load bearing applications for bonding freshly mixed concrete to hardened concrete.
    - Type III For use in bonding skid resistant materials to hardened concrete, and as a binder in epoxy mortars or epoxy concretes.
  - b. Grade 1 Low viscosity.
  - Grade 2 Medium viscosity.
  - Grade 3 Non-sagging consistency.
  - c. Class A For use below 40°F (4°C); the lowest allowable temperature to be defined by the manufacturer of the product.
  - Class B For use between 40°F and 60°F (4°C and 15°C).
  - Class C For use above 60°F (15°C); the highest allowable temperature to be defined by the manufacturer of the product.
  - Class D For use between 40°F and 65°F (4°C and 18°C).
  - Class E For use between 60°F and 80°F (15°C and 26°C)
  - Class F For use between 75°F and 90°F (24°C and 32°C)
3. Resin adhesives for embedding dowel bars, threaded rods, rebars and other fixtures in hardened concrete are shown on the NDR Approved Products List.

### 1018.03 – Procedures

1. The compounds shall be of the type and grade specified in the plans or as directed by the Engineer.
2. The class of the compounds shall be selected for use according to climatic conditions at the time of application.
3. All bonding surfaces shall be clean and free of all oil, dirt, grease, or any other materials which would prevent bonding.
4. Mixing and application shall be in strict accordance with the manufacturer's instructions.

### 1018.04 – Acceptance Requirements

1. Epoxy-resin bonding systems and resin adhesives approved for use are shown on the NDR Approved Products List.
2. Epoxy-resin bonding systems that are not on the NDR Approved Products List may be accepted based on a manufacturer's certificate of compliance.

**DEFORMED METAL CENTER JOINT AND METAL KEYWAY  
(J-15-0307)**

Paragraph 1 a. of Subsection 1027.01 in the Standard Specifications is void and superseded by the following:

a. **Metal Center Joint:**

Metal center joint sections shall be manufactured from sheets no less than 18 gauge [0.05 inch (1.3 mm)] thick and shall be of the size and trapezoidal shape shown in the plans. The sections shall be punched along the centerline of the narrow face of the trapezoid to admit the tie bars required by the plans and also at intervals of not greater than 2 feet (600 mm) to receive pins that are driven vertically into the subgrade to support the metal center joint.

**AGGREGATES  
(J-15-0512)**

Table 1033.02B of Subsection 1033.02 in the Standard Specifications is void and superseded by the following:

Table 1033.02B	
Aggregate Classes and Uses	
Aggregate Class	Concrete Description
A	Overlay Concrete SF
B	47B, 47B-HE, 47BD, BX, PR 1, and PR 3

Table 1033.03B of Subsection 1033.03 in the Standard Specifications is void and superseded by the following:

Table 1033.03B	
Aggregate Classes and Uses	
Aggregate Class	Concrete Description
E	47B, and 47B-HE 47BD, PR 1, and PR 3
F	Overlay Concrete SF

Paragraph 3.a.(3) of Subsection 1033.02 is void and superseded by the following:

- (3) Aggregates from a dry pit shall be washed and have a sand equivalent not less than 90 percent.

**SLAG CEMENT  
(J-15-0512)**

**Description**

Slag cement shall meet the requirements of ASTM C 989, Grade 120.

**Material Characteristics**

1. All Slag cement will be acceptance tested by the NDR Materials and Research Division. This includes production plant samples and field samples.

**Procedures**

1. Slag cement shall be protected, stored, handled, and sampled in the same manner as specified for Portland Cement in Sections 1002 and 1004 and the *NDR Materials Sampling Guide*.
2. Each shipment of Slag cement sent to the project or ready mix plant shall be accompanied with a certificate of compliance from the supplier or manufacturing plant. The certificate must include the following information:
  - a. Name of the supplier or manufacturer.
  - b. Source of the Slag cement.
  - c. Consignee and destination of the shipment.
  - d. Project number to be used on, if available, and date shipped.
  - e. Railroad car number or truck identification number.
  - f. Weight of the shipment.
  - g. Certified test number representing the material being shipped.
  - h. An unrepeated order number or other identification number so that each shipment is separately identified.
  - i. The NDR specifications that the product is in compliance with.
3. The following signed certification statement, or similar wording, must also be included on the form:

"This is to certify that this shipment of Slag Cement meets the Specification Requirements of the Nebraska Department of Roads for Slag Cement, Grade 120."

Signed \_\_\_\_\_

For \_\_\_\_\_  
(Supplier)

4. Two copies of the certificate of compliance shall be sent with the shipment for the Engineer. The Engineer will retain one copy for his/her file and send the other copy to the NDR Materials and Research Division to serve as notification of receipt and identification of the Slag cement.

5. Slag cement may be used as soon as it is received; provided it is accompanied by the proper certificate of compliance and the results of previous tests indicate a satisfactory product.

#### **Acceptance Requirements**

1.
  - a. Approved Slag cement will be on the NDR Approved Products List.
  - b. Slag cement may be added to the NDR Approved Products List if it is in conformance with the NDR Acceptance Policy for Slag cement. This information is available upon request from the Department's Concrete Materials Section.
2.
  - a. Should any sample indicate noncompliance with the specifications, use of material from that source based on certification only may be withheld. It will be necessary that the Slag cement be held in special silos or bins at the plant or some facility under control of the company furnishing the Slag cement until such time that test results show compliance.
  - b. When it can be shown that continuing production from that plant has a high assurance of meeting specifications, material acceptance may once again be based on certification only.
3.
  - a. If tests made on field samples taken by the Department fail to meet any of the specification requirements, all shipments from the supplier will be held until tests have been completed by the NDR Materials and Research Division and approval for use is issued.
  - b. This procedure will be continued until it can reasonably be assured that the Slag cement from the supplier will again continue to meet contract requirements.

#### **DOWEL BARS (J-15-0812)**

Paragraph 1.c. of Subsection 1022.01 in the Standard Specifications is void and superseded by the following:

1. c. Both Type A and Type B coated dowel bars shall be coated with a bond breaker shown on the NDR Approved Products List, dipped in asphalt or paraffin, or greased in accordance with the specified requirements as shown in the Standard Plans.

**EPOXY COATED REINFORCING STEEL  
(J-15-0509)**

Paragraph 5. of Subsection 1021.03 in the Standard Specifications is void and superseded by the following:

5. In order to protect the coated reinforcement from damage, the Contractor shall use padded or nonmetallic slings and padded straps. Bundled bars shall be handled in a manner which will prevent excessive sagging of bars which will damage the coating. If circumstances require storing coated steel reinforcing bars outdoors for more than two months, protective storage measures shall be implemented to protect the material from sunlight, salt spray and weather exposure. Coated steel reinforcing bars, whether individual bars or bundles of bars, or both, shall be covered with opaque polyethylene sheeting or other suitable opaque protective material. For stacked bundles, the protective covering shall be draped around the perimeter of the stack. The covering shall be secured adequately, and allow for air circulation around the bars to minimize condensation under the covering. Coated steel reinforcing bars, whether individual bars or bundles of bars, or both, shall be stored off the ground on protective cribbing. The bundled bars shall not be dropped or dragged. If, in the opinion of the Engineer, the coated bars have been extensively damaged, the material will be rejected. The Contractor may propose, for the approval of the Engineer, alternate precautionary measures.

**PROPOSAL GUARANTY  
(A-40-0307)**

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

\* \* \* \* \*

210INFOCT12

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STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
PROPOSAL  
FOR  
HIGHWAY CONSTRUCTION

Proposal of 2364 - TAB Holding Company dba TAB Construction

4153 South 67th St

Omaha

NE

68117

Project No.: SRTS-77(53)

Location: RUMSEY STATION ELEMENTARY, PAPIILLION

Located in the County of SARPY

State of Nebraska.

BID OPENING DATE: October 04, 2012 AT 1:30 P.M.

Contract ID: 2270X

Page: 2

Letting Date: 10-04-12

Project No. SRTS-77(53)

Call Order: 210

Bidder: 2364 - TAB Holding Company dba TAB Construction

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 \*\* \*\*.

---

Contract ID: 2270X  
 Letting Date: 10-04-12  
 Call Order: 210  
 Bidder: 2364 - TAB Holding Company dba TAB Construction

Project(s): SRTS-77(53)

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
Section 0001 GROUP 3 CONCRETE PAVEMENT				
Alt Group				
0001	0030.30 MOBILIZATION	LUMP	LUMP	6,000.00
0002	1009.00 GENERAL CLEARING AND GRUBBING	LUMP	LUMP	8,250.00
0003	1101.00 REMOVE PAVEMENT	550.000 SY	16.40000	9,020.00
0004	1107.00 REMOVE WALK	119.000 SY	9.10000	1,082.90
0005	3016.05 CONCRETE CLASS 47B-3000 SIDEWALK 5"	385.000 SY	39.20000	15,092.00
0006	3016.39 DETECTABLE WARNING PANEL	160.000 SF	16.45000	2,632.00
0007	3075.22 7" CONCRETE PAVEMENT, CLASS 47B-3500	343.000 SY	41.15000	14,114.45
0008	4900.55 INSTALL TRAFFIC SIGN	10.000 EACH	85.65000	856.50
0009	7308.10 REMOVE SIGN	7.000 EACH	65.00000	455.00
0010	7316.00 SIGN	23.000 EACH	255.00000	5,865.00

State of Nebraska  
 Department of Roads  
 Schedule of Items

Page: 4  
 Date: 09-11-12  
 Revised:

Contract ID: 2270X  
 Letting Date: 10-04-12  
 Call Order: 210  
 Bidder: 2364 - TAB Holding Company dba TAB Construction

Project(s): SRTS-77(53)

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0011	7333.05 POST	1.000 EACH	286.90000		286.90	
0012	7390.00 REMOVE SIGN AND POST	4.000 EACH	96.35000		385.40	
0013	7390.02 RELOCATE SIGN	5.000 EACH	150.00000		750.00	
0014	7512.14 24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	784.000 LF	20.20000		15,836.80	
0015	9111.00 WATER	1.000 MGAL	50.00000		50.00	
0016	9173.20 SUBGRADE PREPARATION	343.000 SY	6.80000		2,332.40	
0017	L010.00 SODDING	350.000 SY	8.00000		2,800.00	
Section 0001 Total						85,809.35

Section 0002 GROUP 8B ELECTRICAL

Alt Group

0018	0030.80 MOBILIZATIO N	LUMP	LUMP		900.00	
0019	A003.00 FLASHING BEACON	2.000 EACH	3,045.00000		6,090.00	

State of Nebraska  
 Department of Roads  
 Schedule of Items

Page: 5  
 Date: 09-11-12  
 Revised:

Contract ID: 2270X  
 Letting Date: 10-04-12  
 Call Order: 210  
 Bidder: 2364 - TAB Holding Company dba TAB Construction

Project(s): SRTS-77(53)

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0020	A006.83 PEDESTAL POLE, TYPE PP-12	2.000 EACH	1,332.00000	2,664.00
0021	A070.18 3-INCH CONDUIT IN TRENCH	40.000 LF	14.75000	590.00
0022	A077.17 7/C #14 AWG TRAFFIC SIGNAL CABLE	40.000 LF	4.40000	176.00
0023	A079.55 SERVICE CABLE #6 AWG POWER	100.000 LF	2.00000	200.00
Section 0002 Total				10,620.00

Section 0003 GROUP 10 GENERAL ITEMS

Alt Group

0024	0001.08 BARRICADE, TYPE II	1,360.000 BDAY	0.50000	680.00
0025	0001.90 SIGN DAY	1,122.000 EACH	0.40000	448.80
0026	0003.10 FLAGGING	18.000 DAY	120.00000	2,160.00
0027	0030.10 MOBILIZATIO N	LUMP	LUMP	100.00
Section 0003 Total				3,388.80

State of Nebraska  
Department of Roads  
Schedule of Items

Page: 6  
Date: 09-11-12  
Revised:

Contract ID: 2270X  
Letting Date: 10-04-12  
Call Order: 210  
Bidder: 2364 - TAB Holding Company dba TAB Construction

Project(s): SRTS-77(53)

Line No.	Item Description	Approx. Quantity and Units	Unit Price	Bid Amount
			Dollars   Cts	Dollars   Cts
	Bid Total			99,818.15

This Bid contains 0 amendment files

CERTIFICATION OF PREVIOUS EEO PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

Does the Bidder hereby certify that they have participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246? \*\*Yes\*\*

Has the bidder filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements? \*\*Yes\*\*

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form-100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Standard Form 100 (EEO-1) must be filed by:

Employers covered by the Title VII of the Civil Rights Act of 1964 and employers covered by Executive Order 11246, who have 100 or more employees in the payroll period for which they are reporting, normally any payroll period in December, January, or February preceding the filing of the report.

If Standard Form 100 (EEO-1) was not filed because the contractor employs less than 100 employees, it is proper for the contractor to state that he/she has submitted all required compliance reports.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

\*\*\*\*\*

Contract ID: 2270X  
Letting Date: 10-04-12  
Call Order: 210  
Bidder: 2364 - TAB Holding Company dba TAB Construction

Page: 9  
Project No. SRTS-77(53)

EQUIPMENT ASSESSMENT

By signing this bid, the bidder certifies that all equipment to be used on this project, except that acquired since assessment, has been assessed for the current year in \*\*DOUGLAS \*\*County.

\*\*\*\*\*

HIRING PRACTICE

By signing this bid, the bidder certifies that this company is complying with all applicable hiring codes, laws, ordinances, rules, regulations and orders issued by a public authority whether federal, state, local or otherwise, including, but not limited to, the Immigration Reform and Control Act of 1986.

\*\*\*\*\*

DRUG-FREE WORKPLACE POLICY

By signing this bid, the bidder certifies that in accordance with the State of Nebraska Drug-Free Workplace Policy enacted by the Governor on July 3, 1989, this company is operating under a drug-free workplace policy and a written Drug-Free Workplace Policy is on file with the Nebraska Department of Roads.

\*\*\*\*\*

NONCOLLUSION DECLARATION

By signing this bid, the bidder certifies under penalty of perjury that (he or she) is an officer or director of the company bidding and in that capacity, (he or she) has identified all employees, officers or directors involved in the preparation of this bid, has discussed the bid with each individual, and can now state that no one involved in the preparation of this bid did, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the bid for this project submitted at the letting held by the Nebraska Department of Roads in Lincoln, Nebraska.

\*\*\*\*\*

Bidder: 2364 - TAB Holding Company dba TAB Construction

BOND REQUIREMENTS

By signing this bid the bidder certifies that (the bidder) proposes to furnish a bond, as required by the Standard Specifications, in the amount of the contract awarded.

As evidence of good faith in submitting this bid, a bid bond in an amount of 5 percent of our bid, which, it is understood, shall be payment to the State of Nebraska, not as a penalty, but in liquidation of damages to the State, if at any time subsequent to the opening of bids by the State of Nebraska, we fail or refuse to comply with any obligation or duty required of us which leads to or is in fulfillment of our entering into the contract for which we are submitting this bid.

\*\*\*\*\*

TYPE OF BID BOND APPLIED TO THIS PROJECT

\*\*ANNUAL BID BOND \*\*

- NDOR approved Annual Bid Bond must be on file 5 days prior to letting time.
- NDOR must receive a project specific paper bid bond by letting time in the NDOR issued envelope.

\*\*\*\*\*

DBE GOAL

If there is a DBE Goal, by signing this bid, the contractor assures the Nebraska Department of Roads the goal will be met either by goal achievement or good faith documentation. Any amount less than the identified goal requires good faith documentation

\*\*\*\*\*

STANDARD SPECIFICATIONS COMPLIANCE

By signing this bid, as person in authority to sign for the company submitting the bid on this project, the signer certifies that all Proposal Requirements and Conditions of Section 102 of the Standard Specifications regarding the submittal of this bid have been and are being met.

The signer further certifies that the company will meet all the requirements applicable to them should they be the bidder to whom a contract is awarded as set out in Section 103 of the Standard Specifications regarding the Award and Execution of the Contract.

\*\*\*\*\*

Contract ID: 2270X

Page: 11

Letting Date: 10-04-12

Project No. SRTS-77(53)

Call Order: 210

Bidder: 2364 - TAB Holding Company dba TAB Construction

SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST  
(49 CFR Part 26.11)

By signing this bid, the bidder certifies that pursuant to 49 CFR Part 26.11, the bidder has provided the name and address of all firms that have provided quotations to the bidder on the above identified project(s).

\*\*\*\*\*

**Vendor 2 of 2: TAB HOLDING COMPANY, INC., DBA TAB  
CONSTRUCTION (2364)  
Call Order 210 (Proposal: 2270X)**

**Bid Information**

---

**County:** SARPY  
**Address:** 4153 South 67th St  
Omaha , NE , 68117  
**Signature Check:** BILL\_RINGSDORF\_2364  
**Time Bid Received:** October 04, 2012 01:07 PM  
**Amendment Count:** 0

**Bid Checksum:** 6123565C  
**Bid Total:** \$99,818.15  
**Items Total:** \$99,818.15  
**Time Total:** \$0.00

**Bidding Errors:**  
None.

Contract ID: 2270X  
Letting Date: 10-04-12  
Call Order: 210

Page: 12  
Project No. SRTS-77(53)

Bidder: 2364 - TAB Holding Company dba TAB Construction

BID SIGNATURE PAGE

This single notarized signature is intended by the bidder to apply to the following:

- Certification of Previous EEO Performance
- Equipment Assessment Certification
- Hiring Practice Certification
- Drug Free Workplace Policy Certification
- Noncollusion Declaration
- Bond Requirements
- DBE Goal Participation Form (if applicable)
- Compliance Certification for Standard Specifications Sections 102 and 103
- Subcontractor/Supplier Quotations List

CHECK ONLY ONE THAT APPLIES:

I (HAVE) made changes to this bid that are not reflected on the disk.

I (HAVE NOT) made changes to this bid that are not reflected on the disk.

NDOR defines a Person in Authority as someone appointed and authorized to approve and execute bids, contracts and bonds as stated on the "Corporation Information sheet" (p.20) or the "Appointee and Signature Authorization Sheet" (p. 21) of the Contractor Prequalification documents.

\_\_\_\_\_  
Person in Authority (Printed)

\_\_\_\_\_  
Person in Authority (Signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Letting: 12100401  
Call: 210  
Contract ID: 2270X

Project No.: SRTS-77(53)

**NEBRASKA  
LOCAL PUBLIC AGENCY  
CONTRACT AND BOND  
CONTRACT**

THIS CONTRACT AND AGREEMENT, made and entered into this 14<sup>th</sup> day of November 2012 , by and between the **COUNTY OF SARPY** of the State of Nebraska, hereafter referred to as party of the first part or Owner, and **TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION** of **OMAHA, NE**, party of the second part:

WITNESSETH: That the party of the second part, for and in consideration of the sum of **NINETY NINE THOUSAND, EIGHT HUNDRED EIGHTEEN AND 15/100 DOLLARS** payable as set forth in the specifications constituting a part of this contract, hereby agrees to perform in accordance with the plans, specifications, and special provisions therefore, and in the location designated in the proposal form, the various groups of work, including all items contained in each specified group, awarded said party of the second part on the **29th day of October, 2012**, as follows: being groups numbered **GROUP 3, GROUP 8B, GROUP 10** on project number **SRTS-77(53)** in **SARPY** County(ies) in Nebraska as shown in the schedule of prices bid in the attached proposal which is a part of this contract.

That it is mutually understood and agreed by the parties hereto that the general and detailed plans, the Standard Specifications for Highway Construction of the Department of Roads of the State of Nebraska, which are on file in the office of the Department at Lincoln; the contractor's bond; the proposal; all special provisions; and all supplemental agreements are a part of this contract.

That it is mutually understood and agreed by the parties that federal funds are a part of the financing of this project and that the parties must meet all laws, specifications, criteria, special provisions and requirements established by the Federal Highway Administration for the use of federal funds. Therefore, the parties agree that since the federal government has made the State of Nebraska, Department of Roads its agent for the purposes of overseeing the project for protection of the federal contributions, the State of Nebraska, Department of Roads shall have the same rights as the Owner and federal government in protection of their funding.

It is understood and agreed by the parties that the State of Nebraska, Department of Roads is involved in this project only as a conduit and steward of federal and/or state funds. If a dispute arises between the parties they shall seek their remedies against each other or the federal government and shall hold the State of Nebraska, Department of Roads harmless from suit under this contract.

The party of the second part expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that he/she has not paid, or promised or agreed to pay, to any third person in consideration of such procurement, or in compensation for services in connection herewith, any brokerage, commission, or percentage upon the amount to be received by him/her hereunder, and that he/she has not, in estimating the contract price demanded by him/her, included any sum by reason of any such brokerage, commission or percentage, and that all moneys payable to him/her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He/She further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the party of the first part and that the said party of the first part may retain for its own use, from any sums due or to become due hereunder, an amount equal to any brokerage, commission, or percentage, so paid or agreed to be paid.

That the party of the second part further agrees to pay all laborers and mechanics for labor that shall be performed and pay for all material, supplies and equipment which is used or rented in performing the contract, and pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of the Nebraska Employment Security Law on wages paid to individuals employed in the performance of this contract.

All work required in carrying out this contract shall be performed in compliance with the laws of the State of Nebraska.

The party of the second part further agrees to perform the work under the supervision of the Owner. The administrator of the Federal Highway Administration or his/her authorized agent, including the State of Nebraska, Department of Roads shall have the right at all times, but not the duty, to inspect the work for eligibility for federal funding in accordance with the laws of the State of Nebraska, and the rules and regulations of the Administrator of the Federal Highway Administration of the United States, for the purpose of carrying out the provisions of Title 23, United States Code, as amended and supplemented (*Federal Aid Highway Acts*).

That in consideration of the foregoing, the parties understand that when the Owner authorizes payment(s) the Owner will see that prompt payment is made by the State of Nebraska, Department of Roads on behalf of the Owner and the Federal

Letting: 12100401  
Call: 210  
Contract ID: 2270X

Project No.: SRTS-77(53)

Highway Administration of the amounts set forth herein, subject to the conditions set forth in this contract, or any part thereof, as herein described.

It is further expressly understood and agreed that time is of the essence to this contract and that failure to complete the work before the expiration of the time allowance fixed in this contract, or after the expiration of such additional time as may be allowed by the Owner, would cause loss and expense to the party of the first part and such loss and expense would be uncertain in itself and unsusceptible of certain computation. It also is understood and agreed that failure to comply with this contract, in some manner other than failure to comply with the fixed time allowance, would cause damage that would be difficult to compute with certainty. Therefore, the party of the second part expressly agrees and promises to pay as reasonable liquidated damages such liquidated damages as are provided for in this contract. It is further understood and agreed that the Owner shall have the right to deduct from any moneys due to the party of the second part the amount of liquidated damages caused to be owing by failure to comply with this contract; or the Owner shall have the right to recover such liquidated damages from the party of the second part, from the surety, or from both the party of the second part and the surety, or may deduct part of such liquidated damages as are owing and recover the balance from the party of the second part, the surety, or both the party of the second part and the surety.

It is further understood and agreed that the party of the second part shall not do any work or furnish any materials not covered and authorized by this contract, unless ordered in writing by the Owner. Any such work may be done or any such materials which may be furnished by the party of the second part without such written order, first being given, shall be at his/her own risk, cost and expense; and the party of the second part hereby covenants and agrees that he/she shall make no claim for compensation for any work so done or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and one other instrument(s) of like tenor, this ~~20XX~~ 14th day of ~~November~~ November, 20~~XX~~ 12 *RJM*

COUNTY OF SARPY

*Rusty Hike* ✓  
*Mayor, Chairperson of the Board, or Chief Executive Officer*

Rusty Hike  
Chairman

Party  
of the  
First Part  
or Owner

TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION

*[Signature]* ✓  
*Principal (Signature)*

Bill Ringsdorf ✓  
*Principal (Printed Name)*

Party  
of the  
Second  
Part

PRESIDENT ✓ 10/30/12  
*Title*

47-071-0637  
*Federal ID Number*

Letting: 12100401  
Call: 210  
Contract ID: 2270X

Project No.: SRTS-77(53)  
Bond #NEC44996

## CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we **TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION** as principal,  
and **Merchants Bonding Company (Mutual)** as sureties, are held and firmly bound  
unto the **COUNTY OF SARPY** of the State of Nebraska, in the penal sum of **\$99,818.15** dollars and for the payment of  
which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date **November 1**, A.D. 20 **12**

The condition of the obligations is such that whereas, the above bounden **TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION of OMAHA, NE** has been awarded by the **COUNTY OF SARPY**, the various groups of work, including all items contained in each specified group of work being groups numbered: **GROUP 3, GROUP 8B, GROUP 10** on Project No. **SRTS-77(53)** in **SARPY** County(ies), Nebraska, copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said **TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION** as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden **TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION** of all overpayments made to said principal by the Department of Roads, on behalf of the Owner, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77-3103 to 77-3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this 1st day of November, 20 12

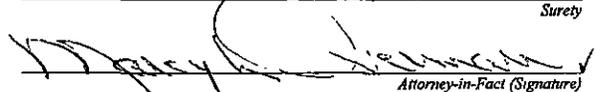
**TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION**

  
Principal (Signature) ✓

Bill Ringsdorf  
Principal (Printed Name) ✓

JRES  
Title ✓

Merchants Bonding Company (Mutual) ✓  
Surety

  
Attorney-in-Fact (Signature) ✓

Marcy L Overman ✓  
Attorney-in-Fact (Printed Name)

SilverStone Group ✓  
Agency/Business Name

11516 Miracle Hills Drive, Omaha, NE 68154 ✓  
Agency/Business Address

(402)964-5400 ✓  
Phone Number

Letting: 12100401  
Call: 210  
Contract ID: 2270X

Project No.: SRTS-77(53)

Highway Administration of the amounts set forth herein, subject to the conditions set forth in this contract, or any part thereof, as herein described.

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It is further understood and agreed that the party of the second part shall not do any work or furnish any materials not covered and authorized by this contract, unless ordered in writing by the Owner. Any such work may be done or any such materials which may be furnished by the party of the second part without such written order, first being given, shall be at his/her own risk, cost and expense; and the party of the second part hereby covenants and agrees that he/she shall make no claim for compensation for any work so done or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and one other instrument(s) of like tenor, this ~~20XX~~ 14th day of ~~November~~ November, 20~~12~~ 12 *RJM*

COUNTY OF SARPY

*Russell Hill* ✓  
*Mayor, Chairperson of the Board, or Chief Executive Officer*

Rusty Hike  
Chairman

Party  
of the  
First Part  
or Owner

TAB HOLDING COMPANY, INC., DBA TAB CONSTRUCTION

*[Signature]* ✓  
*Principal (Signature)*

Bill Ringsdorf ✓  
*Principal (Printed Name)*

Party  
of the  
Second  
Part

PRESIDENT ✓  
*Title* 10/30/12

47-071-0637  
*Federal ID Number*

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

ORIGINAL IN  
MASTER FILE

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**Kirk A Johnson**  
**Jill L Aldredge**  
**Jeffrey E Barrett**

**Marcy L Overman**  
**John P Nelson**  
**Shannon Klein**

**Donelle E Royce**  
**John Howard Nelson**  
**Barbara S Dale**

of **Omaha** and State of **NEBRASKA** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTEEN MILLION (\$15,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 18th day of December, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*  
*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 18th day of December, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18th day of December, 2009



*William Warner Jr.*  
*William Warner Jr.*  
Secretary

**MERCHANTS**   
**BONDING COMPANY**

December 21, 2009

Karen McCord  
Nebraska Department of Roads  
Contracts  
PO Box 94759  
Lincoln, NE 68509

RE: Silverstone Group Inc.  
Omaha, NE  
Power of Attorney

Dear Karen:

Enclosed is an original Power of Attorney for the above captioned agency. THIS  
POWER OF ATTORNEY WILL REMAIN IN FULL FORCE AND EFFECT UNTIL  
WRITTEN NOTICE OF CANCELLATION IS RECEIVED.

Sincerely,

*Kim Lee*

Kim Lee  
/kl  
Enclosure

NOTICE TO CONTRACTORS

CALL ORDER 210  
FEDERAL PROJECT NO. SRTS-77(53)  
LOCATION: RUMSEY STATION ELEMENTARY, PAPILLION  
COUNTIES: SARPY

The Nebraska Department of Roads will receive sealed bids for the  
COUNTY OF SARPY in Room 104 of the Central Office Building at  
1500 Hwy 2 at Lincoln, until 1:30 P.M. on October 04, 2012.  
At that time the bids will be opened and read for  
CONC PAVE ELEC

BIDDING PROPOSAL FORMS WILL BE ISSUED AND A CONTRACT AWARDED TO A CONTRACTOR  
WHO IS QUALIFIED FOR: CONCRETE PAVEMENT  
START DATE 07/08/2013      WORKING DAYS      15  
Price Range \$                      0 to \$      500,000

Plans and specifications may be seen beginning September 11, 2012 at the Lincoln  
Central Office and September 17, 2012 at the District Engineer's Office at OMAHA  
Additional letting information may be found at the Nebraska Department of Roads  
Web Site at <http://www.dor.state.ne.us/letting/>.

This project is funded under the Federal-Aid Highway Act, all appropriate Federal  
requirements will apply.