

INFORMATIONAL PROPOSAL

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

NEBRASKA DEPARTMENT OF TRANSPORTATION

LETTING DATE: January 25, 2018

CALL ORDER: 375
CONTROL NO. SEQ. NO.: 0C200 000

CONTRACT ID: C200
PROJECT NO.: AFE-C200

TENTATIVE START DATE: 02/12/2018
CONTRACT COMPLETION DATE: 06/30/2019

LOCATION: DISTRICT 3 TREE TOPPING

IN COUNTIES: ANTELOPE, BOONE, BURT, CEDAR, COLFAX, CUMING, DAKOTA, DIXON, KNOX,
PIERCE, PLATTE, STANTON, THURSTON, WAYNE, MADISON

GROUP 8 SPECIALTY

BIDDER

NOTES

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

THE NUMBER OF GROUP _____ 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 NDOT in a written format through the Bid Express (BidX) website at <https://www.bidx.com/ne/lettings>. Likewise, NDOT will post answers exclusively to the BidX website. All official answers will be identified as “Authorized by NDOT.” **Questions will not be answered verbally.**

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Required Provisions Supplemental to the
Standard Specifications for Highway Construction

I. Application

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

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

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

II. Equal Opportunity

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

November 7, 2017

III. Employment of Labor

1. General

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

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

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

2. Payrolls

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

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

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

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

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

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

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

November 7, 2017

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

IV. Safety and Accident Prevention

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

V. Subletting or Assigning the Contract

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

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

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

November 7, 2017

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. AFE-C200**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Transportation in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on January 25, 2018, until 1:30 P.M.

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

The 2017 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 Provisions dated April 4, 1995, are attached to and are a part of this proposal form.

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

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

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

STATUS OF UTILITIES

The following information is current as of December 20, 2017.

Aerial and/or underground utilities may exist within the limits of this project. The Contractor shall determine to their satisfaction the extent of occupancy of any utility facilities located within the project construction areas and the extent of conflict with the proposed work under this contract.

At this time, no utilities have been required to relocate their facilities.

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

To arrange for utilities to locate and flag their underground facilities, contact The Diggers Hotline of Nebraska at 1-800-331-5666 or dial 811.

Any work necessary will be concurrent with construction.

STATUS OF RIGHT-OF-WAY

All work is to be performed within the existing Right of Way as located by the Engineer.

SPECIAL PROSECUTION AND PROGRESS (Traffic Control)

Traffic Control shall be measured and paid for as Lump Sum/Day. It shall be based on the Traffic Control items shown in the plans for the different types of project situations (erosion control, grading or tree topping). When submitting a bid, the Contactor will be required to enter a Lump Sum/Day cost for each type of Traffic Control option (5 types, see below).

After a contractor is selected to be the on-call contractor for a District for either of the three types of projects (erosion control, grading or tree topping operations), the District shall then notify the Contractor when services are required with regard to the type and location of the work required, the anticipated time required to complete the work, and the type of traffic control required for the work. The type of traffic control to be used on each individual occurrence shall be determined by the District.

The **Traffic Control** options are as follows:

Flagging shall consist of the appropriate signs and devices as indicated on the Traffic Control plan sheet. Flagging operations may be used for (1) point control for ingress and egress into the work zone or (2) it may be used for a short distance lane closure on a two-lane two-way highway. If more than one flagger is required for a flagging operation, the lump sum/day cost shall be adjusted accordingly by the Engineer.

Shoulder Closure shall consist of the appropriate signs and devices as indicated on the Traffic Control plan sheet. A Shoulder Closure may be used for (1) point control for ingress and egress into the work zone or (2) it may be used for a short distance shoulder closure on a two-lane two-way highway or a four-lane divided highway. There will be a separate bid item for **Shoulder Closure – 2 Lane Roadway** and for **Shoulder Closure – 4 Lane Freeway Closure**.

Lane Closure shall consist of the appropriate signs and devices as indicated on the Traffic Control plan sheet. As directed by the Engineer, (1) if this is to be used on a two-lane two-way highway, the use of Pilot Car shall be required with the appropriate signing and (2) if this used on a freeway or interstate facility, the use of a flashing arrow panel (s) shall be required with appropriate signing. There will be a separate bid item for **Lane Closure – 2 Lane Roadway** and for **Lane Closure – 4 Lane Freeway Closure**.

NOTICE TO BIDDERS (Term of Price Contract)

This contract shall be valid from February 12, 2018 to June 30, 2019 at the fixed price bid by the Contractor.

**REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST
(1-43-1217)**

All bidders must provide to the NDOT 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 NDOT 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.

**WORKER VISIBILITY
(1-43-1217)**

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."

**SPECIAL PROSECUTION AND PROGRESS
(Federal Immigration Verification System)
(1-43-1217)**

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 NDOT 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.

PROPOSAL GUARANTY BID BOND (BID BOND)
(1-43-1217)

Paragraph 1.b. of Subsection 102.14 in the Standard Specifications is void.

LIABILITY INSURANCE
(1-49-0118)

Paragraph 1.b.(5) of Subsection 107.15 in the Standard Specifications is void and superseded by the following:

- (5) Automobile liability coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

Paragraph 1.c. of Subsection 107.15 is amended to include the following:

Limit: Statutory coverage for Nebraska and for any other State in which the project is located.

Paragraph 1.c.(3) of Subsection 107.15 is void and superseded by the following:

- (3) Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

Paragraph 1.f.(5) of Subsection 107.15 in the Standard Specifications is void and superseded by the following:

- (5) Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Transportation evidence of such insurance coverage in effect in the form of an ACORD® (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Transportation as the certificate holders.

Paragraph 1.f. of Subsection 107.15 is amended to include the following:

- (9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (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 the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

Nebraska Department of Transportation
Construction Division -- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
NDOT.ConstructionInsurance@nebraska.gov

AWARD AND EXECUTION OF CONTRACT

The first sentence of Subsection 103.06 in the Standard Specifications is void and superseded by the following:

The bidder to whom the contract is awarded shall furnish within 10 days after the award, a contract bond, in a sum equal to the full amount of the contract.

Paragraphs 2.a. and b. of Subsection 103.07 are void and superseded by the following:

- a. The contract has been signed by a person authorized to sign for the bidder as shown in the prequalification (when prequalification is required for the contract) and returned to the Department within 10 calendar days from the date of award.
- b. The Contractor has provided a satisfactory bond and certificate of insurance within 10 calendar days from the date of award.

CONSTRUCTION DETAILS

TEMPORARY WATER POLLUTION CONTROL (2-1-1217)

Section 204 in the Standard Specifications is void.

ENVIRONMENTAL COMMITMENT DOCUMENT

A. Environmental Commitment Document

1. a. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments and will be provided to the Contractor with the work order.
- b. The Department will provide information for the following, when applicable:
 - i. Storm Water Pollution Prevention Plan (SWPPP)
 - ii. U.S. Army Corps of Engineers (USACE) Section 404 Permit
 - iii. Nebraska Department of Environmental Quality 401 Water Quality Certification
 - iv. State Title 117 Waters (USACE Non-Jurisdictional)
 - v. Floodplain Permit
 - vi. Historic Clearance
 - vii. Endangered Species Act Clearance
 - viii. Nebraska Nongame and Endangered Species Conservation Act Clearance
 - ix. National Environmental Policy Act Compliance
 - x. NPDES Construction Stormwater Permit (within Right-of-Way limits, only)
 - xi. Conservation Measures
 - xii. Migratory Bird Treaty Act
 - xiii. Bald and Golden Eagle Protection Act Compliance
 - xiv. Other pertinent issues

- c. The Contractor shall provide information for the following, when applicable:
 - i. Temporary Erosion Control Plan
 - ii. Spill Prevention and Control Plan
 - iii. Migratory Bird Treaty Act Compliance Plan
 - iv. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments
 - v. Name and telephone number of the employees that are NDOT-Certified Erosion and Sediment Control Inspectors
 - vi. Critical Path Construction Schedule
 - vii. Other items as defined elsewhere in the contract

WORK ZONE TRAFFIC CONTROL SIGNS (4-3-1217)

The Department has adopted the FHWA 2009 Manual of Uniform Traffic Control (MUTCD) and the 2011 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 2009 MUTCD (and 2011 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 2009 MUTCD (and 2011 Nebraska Supplement).

SPECIFICATIONS FOR TREE TOPPING

A. SPECIFICATIONS:

This work shall comply with the specifications in the 2017 Edition of the Standard Specifications for Highway Construction except as superseded in the contract.

Subsection 202.01 is amended to include:

- 6. Medium Tree Removal is an Each bid item that includes trees whose circumference exceeds 40 inches (1 m) up to 80 inches (2 m) at 40 inches (1 m) above ground level.
- 7. Remove Small Trees and Brush is an item to remove trees with a circumference of less than 40 inches (1 m) at 40 inches above ground

level and any brush that would be considered nesting habitat for migratory birds. This item will be measured by the acre as directed by the Engineer.

Subsection 202.04 1. is amended to include:

Medium Tree Removal	Each (ea)
Remove Small Trees and Brush	Acre (A)

To prevent issues with migratory birds, "Remove Small Trees and Brush" are to be removed at ground level and "Large Tree Removal" and "Medium Tree Removal" cut off approximately six feet from the ground level with all branches removed from the remaining stump to ensure migratory birds cannot begin nesting.

All debris shall become the property of the Contractor and shall be removed from the project.

B. MOBILIZATION:

The item "Mobilization" will be a flat fee paid on an each basis, for each mobilization. The item "Mileage for Mobilization" will be paid per mile, once, for each mobilization from the NDOT District Office to the center of the jobsite in the District the work is being performed, as determined by the closest route measurement on Google maps. No payment will be made for the Contractor's return to his/her base station.

The District Engineer or their designee will approve the distance used for payment and their decision shall be final. The Contractor shall mobilize, be onsite and begin work within 10 business days from the date of the request for services from the District Engineer or their designee. Failure to be operational within the 10 business day period may result in termination of the contract.

C. INVOICING:

Invoices shall be submitted to the District Office in the District the work was performed. Invoices shall be submitted within fifteen days of the date the Department receives a written request from the Contractor for payment of services or work performed. The Department will issue a written letter of acceptance, partial acceptance or rejection of the services, or items of work. If the Department finds the services, or items of work are not acceptable; it will, within thirty days after the date of receipt of written notice from the Contractor payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, or items of work along with the details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, or items of work are acceptable, payment will be tendered to the Contractor within thirty days after the date of certification of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of 1-1/2 % per month.

All quantities are to be measured by the District Engineer and will be considered to be final and all payments for the same will be made on this basis.

D. QUANTITIES:

The approximate quantities for each item are estimated and are for bidding purposes only. Quantities may be increased or decreased as necessary to meet actual field requirements. The work on this contract is an on-call as-needed basis, and the Department makes no guarantees of the actual amount of work that the Contractor will receive.

Paragraph 3.b.(2)(i) in Subsection 104.02 in the 2017 Standard Specifications is void.

NETTING OF BRIDGES AND CULVERTS

A. Description

1. The Contractor shall install netting prior to the start of nesting season at all bridges and box culverts. This work shall include all materials needed for installation, maintenance, and monitoring of netting.

B. Material Requirements

1. The contractor shall use netting consisting of openings no larger than 1/2 inch. The netting material will be constructed of extruded polypropylene or nylon mesh.

C. Construction Methods

1. The Contractor shall install netting in a manner that gaps between the netting and the bridge/culvert are less than 1/2 inch at the point of attachment.
2. Devices used to secure the netting to the structure shall be of adequate amount and strength to account for the weight of the net and subsequent stretching.
3. Monitoring shall take place at least 2 times per week with no more than 5 days between inspections.
 - a. Netting should be tightened to close any gaps that have formed.
 - b. All inactive nests attempts should be removed. A nest is considered inactive when it is partially complete or complete with no eggs or young birds in it. All inactive nests or nesting attempts must be removed prior to, and throughout the nesting season.
 - c. Active nests that contain eggs or young birds shall be left in place. The Contractor shall immediately report to the NDOT Project Manager. The Project Manager will contact NDOT Environmental Unit for further instruction. Active nests shall remain until the young birds are fledged.
 - d. Monitoring and maintenance records shall be maintained and made available upon request by the Project Manager or Environmental Section staff.
4. Requests for assistance with netting installation, maintenance or repair may be directed to the NDOT Project Manager. The Project Manager will contact NDOT Environmental Unit for further instruction.
5. In the event a live bird is trapped in the netting, the contractor shall immediately notify the NDOT Project Manager. The Project Manager will contact NDOT Environmental Unit for further instruction.

6. The Contractor shall report dead birds trapped in the netting to the NDOT Project Manager. The Project Manager will contact NDOT Environmental Unit for further instruction.

D. Method of Measurement

1. Netting of Bridges and Culverts will be measured and paid for by the each for all netting requirements.

E. Basis of Payment

- | 1. | Pay Item | Pay Unit |
|----|--|-----------|
| | Netting of Bridges and Culverts | Each (ea) |
| 2. | Netting of Bridges/Culverts includes all material, placement, maintenance, and monitoring of all netting. Total replacement of netting if needed will be the responsibility of the Contractor. | |
| 3. | All preparation, equipment, tools, labor and incidentals necessary to complete the work that are not paid for directly, shall be considered as subsidiary to items for which direct payment is made. | |

CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**PROPOSAL GUARANTY
(1-37-1217)**

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 Subsection 102.14 of the Standard Specifications.

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