

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
ADDENDUM NO. 1  
AND  
ELECTRONIC BIDDING SYSTEM  
AMENDMENT NO. 1  
PROJECT NO. RD-77-2(1060)  
CONTROL NO. 12893  
CALL NO. 110  
US-77, LINCOLN SOUTH  
LETTING DATE: MARCH 3, 2011

The Schedule of Items is amended as follows:

1. In Group 9, the bid item "Asphaltic Concrete, Type SP5 (0.5)" has been eliminated.
2. In Group 9, the bid item "Asphaltic Concrete, Type SP5 (0.375)" has been added with a quantity of 21,250.000 TON.

It should be noted that the quantity for the bid item "Performance Graded Binder (70-28)" is correct for the new bid item "Asphaltic Concrete, Type SP5 (0.375)".

The EBS generated bid items sheets must show these corrections or the bid will be considered void.

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On page 5 of the Special Provisions, in **Section V. Subletting or Assigning the Contract**, the first paragraph is void and superseded by the following:

The contractor shall perform with his own organization contract work amounting to not less than 25 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 amount before computing the amount of work required to be performed by the contractor with his own organization.

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On page 12 of the Special Provisions, the provision titled **SPECIAL PROSECUTION AND PROGRESS (Phasing)** is amended as follows:

1. **Section II** is amended to include the following:

The Contractor shall have a 28 calendar day period to complete the Phase 2 work from Sta. 589+50± Rt to Sta. 594+50± Rt and complete the work as described on Ramp R4 and reopen this portion of US-77 and the northbound On Ramp R4 from Rosa Parks Way to traffic.

2. The second sentence in **Section III** is void and superseded by the following:

The Contractor shall have a 12 calendar day period to complete the Phase 2 pavement replacement work from Sta. 611+00± Rt to Sta. 616+00± Rt and complete the work as described on Ramp R2 and reopen both this portion of US-77 and the southbound Off Ramp R2 to West "O" Street to traffic.

3. The provision is amended to include the following:

#### **IV. "O" Street On Ramps, R1 NB and R3 SB**

Due to the large areas of concrete pavement/joint repairs on the ramp entrances from "O" Street, Sta. 1000+00 R1 to Sta. 1002+00 R1 and Sta. 3000+00 R3 to Sta. 3002+00 R3, the Contractor may close each of these ramps, at separate times, for one non-peak hour weekend period (6:00 pm Friday to 6:00 am Monday) to complete the concrete pavement/joint repairs in these areas of each ramp. While each of these ramps is closed, the Contractor is encouraged to complete as much concrete pavement/joint repair on each ramp as possible; after the one non-peak hour weekend closure for each ramp, any remaining concrete pavement/joint repairs on these ramps shall be performed under traffic maintained conditions.

If these ramps require closing for the milling and individual lifts of asphaltic concrete in these station ranges, the ramps may be closed for these operations during nighttime non-peak hour periods only (6:00 pm to 6:00 am the next morning, no non-peak hour weekend periods will be allowed for this work).

For any closure of these ramps, the Contractor shall be required to give the Engineer a minimum 48 hour notice.

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On pages 12 – 15 in the Special Provisions, the provision titled **SPECIAL PROSECUTION AND PROGRESS (Assessments & Incentives)** is amended as follows:

1. **Sections IV and V** are amended to include the following:

Any incentive payment earned by the Contractor shall be included in the final project payment.

2. The provision is amended to include the following:

#### **VI. Internal Liquidated Damage Assessment for Phase 2 Work, Sta. 589+50± Rt to Sta. 594+50± Rt, and Ramp R4 at Rosa Parks Way**

The Contractor's failure to complete the Phase 2 work from Sta. 589+50± Rt to Sta. 594+50± Rt and the required work on Ramp R4 during this closure and have these segments of the project open to traffic within the 28 calendar day period shall result in the assessment of a \$6,900 internal liquidated damage assessment. This assessment shall begin on the 29<sup>th</sup> calendar day and continue per calendar day until, and including, the day these segments are open to traffic. This internal liquidated damage assessment has not been provided for elsewhere in the contract and shall be in addition to other

liquidated damage assessments which are part of the contract. The following formula was used to determine this assessment:

$$\begin{aligned} \text{ILD}_{P2/R4} &= [(1-\%T)(\text{ADT})(\$ \text{ Pass}) + (\%T)(\text{ADT})(\$ \text{ Truck})] \times D \\ &= [(1-0.02)(5,900)(\$0.23) + (0.02)(5,900)(\$0.44)] \times 5.0 \\ &= [\$1,329.86 + \$51.92] \times 5.0 \\ &= \$6,908.90 \rightarrow \text{Rounded to } \$6,900/\text{calendar day} \end{aligned}$$

Where: ADT = average daily traffic  
%T = percent trucks  
\$ Pass = passenger car factor  
\$ Truck = truck factor  
D = delay in minutes

3. The provision is amended to include the following:

**VII. Internal Liquidated Damage Assessment for Phase 2 Work, Sta. 611+00± Rt to Sta. 616+00± Rt, and Ramp R2 at West "O" Street**

The Contractor's failure to complete the Phase 2 work from Sta. 611+00± Rt to Sta. 616+00± Rt and the required work on Ramp R2 during this closure and have these segments of the project open to traffic within the 12 calendar day period shall result in the assessment of a \$5,950 internal liquidated damage assessment. This assessment shall begin on the 13<sup>th</sup> calendar day and continue per calendar day until, and including, the day these segments are open to traffic. This internal liquidated damage assessment has not been provided for elsewhere in the contract and shall be in addition to other liquidated damage assessments which are part of the contract. The following formula was used to determine this assessment:

$$\begin{aligned} \text{ILD}_{P2/R2} &= [(1-\%T)(\text{ADT})(\$ \text{ Pass}) + (\%T)(\text{ADT})(\$ \text{ Truck})] \times D \\ &= [(1-0.02)(4,700)(\$0.23) + (0.02)(4,700)(\$0.44)] \times 5.40 \\ &= [\$1,059.38 + \$41.36] \times 5.40 \\ &= \$5,943.99 \rightarrow \text{Rounded to } \$5,950/\text{calendar day} \end{aligned}$$

Where: ADT = average daily traffic  
%T = percent trucks  
\$ Pass = passenger car factor  
\$ Truck = truck factor  
D = delay in minutes

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On page 24 of the Special Provisions, the provision titled **CONTRACT TIME ALLOWANCE (A-43-1110)** is void.

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Project No. RD-77-2(1060)

Addendum No. 1

Page 4

On page 124 of the Special Provisions, the provision titled **SUPERPAVE ASPHALTIC CONCRETE** is void and superseded by the following:

**SUPERPAVE ASPHALTIC CONCRETE**

Section 1028 in the Standard Specifications is amended to provide that Asphaltic Concrete, Type SP5, shall use the 0.375 inch gradation band.

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Upon execution of the contract, the plans will be revised to reflect these changes.

DEPARTMENT OF ROADS

***Original Signed by Claude Oie***

Claude Oie  
Construction Engineer

Issued: February 14, 2011

CO:110AD103

NOTICE: Only the contractors issued bidding proposals receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the contractor.