

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : April 17, 2014

CALL ORDER: 110 CONTRACT ID: MITLOC

CONTROL NO./SEQ. NO.: MITLOC / 00 PROJECT NO.: AFE-A005

TENTATIVE START DATE: 10/12/15 CONTRACT TIME: 10 WORKING DAYS

LOCATION: S34B FIRTH SPUR
IN COUNTY: GAGE LANCASTER

BIDDER

GROUP 9 BITUMINOUS

NOTES

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

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

NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

Prior to the letting, any questions pertaining to the Special Provisions or the Plans for this project should be 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.**

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Required Provisions Supplemental to the

Standard Specifications for Highway Construction

I. Application

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

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

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

II. Equal Opportunity

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

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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.

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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.

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**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. AFE-A005**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on April 17, 2014, 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.

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

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

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

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

STATUS OF UTILITIES

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

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

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

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

STATUS OF RIGHT-OF-WAY

All necessary right-of-way has been acquired.

SPECIAL PROSECUTION AND PROGRESS (General Requirements)

This project may be constructed in either 2014 or 2015. If the Contractor elects to construct this project in 2014, all work on this project shall be completed by November 1, 2014.

SPECIAL PROSECUTION AND PROGRESS (Milling/Asphaltic Concrete Placement)

Bridges will not be milled or overlaid. The Engineer will determine the limits of the milling and placement of asphaltic concrete at these locations.

Roadway Segments that contain sections with turn lanes or urban sections will be milled and overlaid, as directed by the Engineer. All other asphaltic concrete areas outside of the typical section and/or widened areas, such as curb and flume, drainage apron, ditch liners, mailbox turnouts and surfacing under guardrail locations shall be fog sealed.

ENVIRONMENTAL COMMITMENT

Below are the Conservation Conditions that will be required for this project. All conditions and regulations of any permit obtained for this project will be followed by the Contractor.

To avoid unanticipated impacts:

- The Contractor shall not stage, store waste or stockpile materials and equipment in undisturbed locations, or in known/potential wetlands and/or known/potential streams that exhibit a clear "bed and bank" channel. Potential wetland areas consist of any area that is known to pond water, swampy areas or areas supporting known wetland vegetation (e.g., Cattails, bulrush, Canary reed grass, smartweed, or areas where there is a distinct difference in vegetation (at lower elevations) from the surrounding upland areas.)

To avoid impacts to the community:

- Emergency services shall be given adequate notice of any closures.

To avoid Hazardous Material concerns:

- Any items that may contain hazardous materials must be properly handled and disposed of as outlined in the Standard Specifications.

**SPECIAL PROSECUTION AND PROGRESS
(Migratory Birds)
(A-42-1112)**

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 3 days of the survey. Reimbursement for additional surveys may be charged if the Contractor fails to remove the trees within 3 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.

**SPECIAL PROSECUTION AND PROGRESS
(Subletting or Assigning of Contract)
(A-43-0414)**

Subsection 108.01 in the Standard Specifications is void and superseded by the following:

108.01 – Subletting or Assigning of Contract

1. a.
 - (1) The Contractor will not be allowed to sublet, assign, sell, transfer, or otherwise dispose of any portion of the contract or any right, title, or interest therein; or to either legally or equitably assign any of the money payable under the contract or the claims without the prior written consent of the Engineer.
 - (2) With the Engineer's consent, the Contractor may sublet up to 70 percent of the work.
 - (3) Any items designated in the contract as "specialty items" may be performed by subcontract.

- (4) The cost of any subcontracted “specialty items” may be deducted from the total contract cost before computing the percentage of work required to be performed by the Contractor.
 - (5) Subcontracts, or transfer of contract, will not release the Contractor of any liability under the contract and bonds.
 - b. Certain items of work may be performed without a subcontract. A list of items not requiring a subcontract is available from the Engineer.
2. The performance of any work by a subcontractor before the date of authorization by the Department shall subject both the Contractor and subcontractor to the imposition of appropriate sanctions by the Department.
3. a. The Contractor’s request to sublet work shall be made electronically to the NDR Construction Engineer using project management software identified by the Department. A signed subcontract agreement shall be on file in the Contractor’s office when the request is made. The subcontract agreement must provide that the subcontracted work will be completed according to the terms of the contract. The required and Special Provisions contained in the proposal shall be physically included in any subcontract.
 - b. **On all Federal-aid projects, a scanned copy (.pdf format) of the signed subcontract agreement shall be included with the subcontracting request. (Federal-aid projects can be identified by inclusion in the Proposal of Form FHWA-1273 (REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS)).**
 - c. Scanned copies (.pdf format) of all executed subcontracts, written agreements, and/or lease agreements used to meet DBE goals shall be submitted to the NDR Construction Engineer with the subcontracting request. These copies must show labor cost, material prices, overhead and profit.
4. a. Second tier subcontracts will be allowed.
 - b. If a DBE firm subcontracts work to another firm, only work subcontracted to another DBE firm can be counted toward meeting a DBE goal.
 - c. All requests for second tier subcontracting shall be submitted to and approved by the Prime Contractor before they are forwarded to the NDR Construction Engineer for approval.
5. All subcontract documents relating to the contract shall be maintained during the course of the work and preserved for a period of three years thereafter. These documents shall be available for inspection by authorized representatives of State and Federal agencies. Scanned copies (.pdf format) of the signed subcontract agreements not specifically identified elsewhere in this Subsection shall be furnished to the Department upon request.
6. The Contractor may discuss a proposed subcontract with the Engineer before entering into a signed subcontract agreement, but final approval will not be granted until a formal request and proper certification has been received by the Department.

7. On projects requiring submittal of certified payrolls, all subcontractor payrolls shall be checked by the Contractor before submittal to the Engineer.
8. a. The Prime Contractor, and subcontractors when subletting work to lower tier subcontractors, shall include language which can be identified as a "Prompt Payment Clause" as a part of every subcontract for work and materials.
 - b.
 - (1) The language constituting the "Prompt Payment Clause" will require payment to all first tier subcontractors for all labor and materials -- for work completed to date --- within 20 calendar days of receipt of progress payments from the Department for said work. Similar language in a contract between a subcontractor and a lower-tier subcontractor will require payment to the lower tier subcontractor for all labor and materials --- for work completed to date --- within 10 calendar days of receipt of progress payments from the prime Contractor for said work.
 - (2) The language constituting the "Prompt Payment Clause" will also stipulate the return of retainage within 30 calendar days after the satisfactory completion of the work by the subcontractor as evidenced by inclusion of the work on a progress payment.
 - (3) Additionally, the language constituting the "Prompt Payment Clause" may stipulate the subcontractor's obligation to return to the Contractor or subcontractor, as the case may be, any overpayments which result from adjustments to measured and recorded quantities as part of the preparation of subsequent progress payments or the final records. Overpayments shall be returned to the Prime Contractor or subcontractor, as the case may be, within 20 calendar days of receiving notice of the adjusted quantities and the amount of the overpayment.
 - c. The Prime Contractor of subcontractors, as the case may be, may withhold payment only for just cause and shall not withhold, delay, or postpone payment without first receiving written approval from the Department.
 - d.
 - (1) The failure by the Prime Contractor to abide by the agreements identified in the "Prompt Payment Clause" without just cause, including the timely return of retainage, is a material breach of this contract which may result in the Department withholding the amount of payment from the prime Contractor that should have been paid to the subcontractor, termination of this contract, or other such remedy as the Department deems necessary.
 - (2) Additionally, the failure of any subcontractor to abide by the agreements identified in the "Prompt Payment Clause" without just cause, including the timely return of retainage to lower tier subcontractors, or by failing to return overpayments in a timely manner when the language permitted in Paragraph 8.b.(3) above is included in the subcontract may result in the Department withholding subcontract approval for other work until the overpayments have been returned.

9. a. (1) For Davis Bacon (DBRA)-covered projects and Non-DBRA-covered projects, a Contractor or subcontractor may wish to use another individual owner-operator or trucking company to supplement his or her hauling fleet. (The Department will not recognize multiple individuals claiming to be collectively identified as a single "owner operator.")
- (2) This supplemental individual or company must either become a subcontractor (first tier or lower tier, as the case may be) or be otherwise documented by the utilizing Contractor or subcontractor by entering into a lease agreement for the trucks and showing the driver (or drivers) from the supplemental company on the Prime Contractor's or subcontractor's payrolls in the manner described below.
- (3) Payrolls will only be accepted from the Prime Contractor or approved subcontractors.
- b. (1) If the decision is made to subcontract the hauling, the Prime Contractor must first notify the NDOR Construction Office to request subcontract approval. As part of the subcontract approval process --- at any tier --- the proper certificates of insurance must be provided before approval will be granted.
- (2) Additionally, on DBRA-covered projects, the Prime Contractor must submit payrolls for all subcontractors --- at any tier.
- c. (1) Owner/Operators of trucks hired by a Contractor or subcontractor to supplement his or her hauling fleet are not subject to Davis Bacon wage requirements. However, they must still be shown on a payroll prepared by the Contractor or subcontractor for whom they are working with the notation "owner/operator."
- (2) Any other employees of the "owner/operator" must appear on the certified payroll in complete detail and must be compensated according to the wage rates established for the project.
- d. In the event a Prime Contractor or subcontractor elects to not subcontract the supplemental driver or drivers but instead chooses to "carry the workers/truckers on their payroll," the following requirements must be met:
 - (1) The Prime Contractor's or subcontractor's certified payroll must contain the names of all workers/truck drivers, and the payroll should identify their supervisors (including "owner-operators").
 - (2) Pay checks for the workers/truckers in question must be drawn against the Prime Contractor's or subcontractor's payroll or other account.
 - (3) Owner/Operators need only be identified as such on the payroll. Additional drivers, if any, from the "owner-operator's" company must appear on a payroll in complete detail and be compensated according to the wage rates established for the project.

- (4) The Prime Contractor or subcontractor must enter into a lease agreement for the trucks driven by such drivers, and the lease agreement must show that the compensation for the leased equipment is on a time basis and not based on the amount of work accomplished. The lease agreements must be available for inspection by NDOR personnel.
- (5) Any supplemental truckers employed under this arrangement must still carry the minimum automobile liability coverage specified in the contract. It shall be the duty of the Prime Contractor to ensure that the supplemental truckers have such coverage in effect. Evidence of proper insurance must be presented for verification on demand.

ELECTRONIC SHOP DRAWINGS (A-43-0314)

Subsection 105.02 of the Standard Specifications is amended to include the following:

8. a.
 - (1) The Contractor may provide electronic working drawings in a Portable Document Format (PDF). The PDFs shall be sized to print on an 11 x 17 inch sheet of paper and have a minimum resolution of 300 dpi. Each sheet of the shop drawings shall have a space provided for an electronic stamp that measures 2.5 inches x 3.5 inches when printed.
 - (2) Electronic working drawing files shall be named with the following file naming format:

Control Number_Brief Description_Date.pdf
For example: 12345_FloorDrains_12May2013.pdf
 - (3) The project number, control number, and project location as it appears on the plans shall be shown on each sheet of the shop drawings or on the front sheet only for catalog cuts, design calculations and product data sheets. Structure numbers shall be included, if applicable.
- b. No electronic working drawings shall be submitted to the Engineer unless they have been checked by the Contractor. The electronic submittal shall be accompanied by a Contractor's letter of approval in a PDF format. The letter of approval shall clearly indicate that the Contractor is responsible for any errors on the working drawings.
- c.
 - (1) Electronic submittals shall be submitted by email to the following address:

DOR.ShopDrawings@nebraska.gov
 - (2) Attachments shall be limited to 25 MB of data per email. Larger files shall be separated and sent in multiple emails.
 - (3) Electronic working drawings will only be accepted from the Prime Contractor.

**LIABILITY INSURANCE
(A-55-0414)**

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 State of Nebraska, Department of Roads, shall be named as an Additional Insured 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 State of Nebraska, Department of Roads. Waiver of Subrogation in favor of 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 State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads, shall be added to the policy.
 - d. Automobile liability coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
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 State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
 - b. Workers' compensation coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
 - c. 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 State of Nebraska, Department of Roads, shall be an “Additional Insured.”
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of subrogation in favor of 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.
 - (1) 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.
 - (2) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1, 4, and 5.
 - (3)
 - (i) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 2.
 - (ii) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.
 - (iii) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
 - 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 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 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 Department 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 Department at the address listed below by mail (return receipt requested), hand-delivery, or facsimile transmission within 2 business days of receipt by Contractor of any such notice from an insurance carrier. Notice shall be sent to:
- 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.

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 m²) 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.

Table A	
Corrective Action Incentive Payment Schedule	
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.

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-6-1112)

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		
	Min	Max	Fluorescence Luminance Factor Limit, Y_F
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.
- f. Rubber base-mounted 36-inch vertical panels shall not be used for channelization when the speed limit exceeds 40 miles per hour.

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-6-1212)

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).

PREFORMED PAVEMENT MARKING

Section 423 in the Standard Specifications is amended to provide that when the item “___ Preformed Pavement Marking” is used, “Preformed Pavement Marking, Type 4, Grooved” or “Preformed Pavement Marking, Thermoplastic” may be used. Approved products are shown on the NDR Approved Products List. The material used shall be installed in accordance with the manufacturer’s specifications.

Paragraph 1. of Subsection 423.05 is amended to include the following:

Pay Item	Pay Unit
___ Preformed Pavement Marking	Linear Foot (LF)
___ Preformed Pavement Marking	Each (ea)

Regardless of the material used it shall be measured and paid for as “___ Preformed Pavement Marking”.

ASPHALTIC CONCRETE PAVEMENT SMOOTHNESS (E-5-1110)

Section 502 in the Standard Specifications is void and superseded by the following:

502.01 – General

1. This specification establishes a standard for asphaltic concrete pavement smoothness, and defines defective pavement smoothness. The intent of the specification is to produce a finished asphaltic concrete pavement driving surface with an International Roughness Index (IRI) no greater than 68 inches per mile for multi-lift roadways and no greater than 74 inches per mile for single-lift roadways. Pavement smoothness will be evaluated as prescribed in this section.

2. When the pay item "Asphalt Pavement Smoothness Testing I/D" is included in the contract, all the requirements of the following sections including the incentive/disincentive provisions shall apply.
3. When the pay item "Asphalt Pavement Smoothness Testing" is included in the contract, the incentive/disincentive provisions of this section do not apply, but the smoothness testing, evaluation, and pavement surface correction shall be performed as prescribed in this provision.
4. When the contract contains no item for smoothness testing, the asphaltic concrete pavement shall be evaluated in accordance with Paragraph 11. of Subsection 503.04.

502.02 – Equipment

1. The Contractor shall furnish a non-contact inertial pavement profiler that meets the requirements of ASTM Standard E 950, verified by the manufacturer. The profiler must be approved by the Nebraska Department of Roads as specified in Section 502.03 of this provision.
2. The non-contact profiler may be a lightweight version or a high speed version.
3. The non-contact profiler shall be equipped with a computerized system that will record, analyze, and print the test data.
4. The non-contact profiler shall produce a printed pavement profile report. The report shall include the following information:
 - a. Project number
 - b. Test date
 - c. Traffic lane
 - d. Test direction
 - e. Test path
 - f. Pass number (1 for initial test; 2, 3, etc. for repeat runs)
 - g. Operator's name
 - h. Project stations
 - i. Data filter values
 - j. IRI values for each test section
 - k. Bump locations for each test section, as determined by California profilograph emulation.
5. The non-contact profiler must also produce and print profilograph emulation results that are consistent with results that would be obtained using a Department-approved California-style profilograph. The profilograph emulation shall be used to determine the locations of correctable bumps and/or dips, as specified in Paragraphs 1.b. and 1.c. of Subsection 502.05 in this provision.
6. Diamond grinding equipment used for surface correction shall be power driven, self-propelled units specifically designed to grind and texture pavements. The cutting head shall be at least 36 inches (0.9 m) wide and consist of many diamond blades with spacers. The Engineer may approve equipment with a narrower width for irregular and confined areas which will not accommodate larger equipment, and for bumps of limited number and area.

502.03 – Certification and Independent Assurance Testing

1. The Department shall calibrate and certify the Contractor's non-contact profiler annually at a test site established by the Department.
 - a. The non-contact profiler shall be inspected for compliance with general equipment requirements, including data analysis system, guidance system, and overall condition.
 - b. The non-contact profiler shall be calibrated for distance measurement by moving it over the prescribed path of a premeasured test distance to determine its distance calibration factor.
 - c. The non-contact profiler shall be checked for vertical measurement accuracy by performing the height measurement calibration procedure in AASHTO Designation PP 49-03, Certification of Inertial Profiling Systems, Section 6.
 - d. The non-contact profiler shall be checked for overall performance by driving it over the prescribed path of a pre-measured pavement test section at its normal operating speed.
 - e. Distance measurement indicated by the non-contact profiler shall be within 0.2% tolerance of the actual pre-measured test section distance. To ensure accurate distance measurement during test runs, the air pressure of the distance measurement tire must always be maintained at the same level used for calibration.
 - f. The IRI reported by the non-contact profiler for the test section shall be within 10.0% tolerance of the IRI reported by a Nebraska Department of Roads non-contact profiler for the same test section.
 - g. A dated and signed decal will be placed on the non-contact profiler to certify its acceptability for use on Nebraska Department of Roads pavement construction projects. The certification expires one year from its issue date.
2. The Department shall certify the Contractor's non-contact profiler operator at least every 5 years. The operator may be certified by presenting certification from another State Highway Agency or by completing certification training conducted by the Nebraska Department of Roads.
3. The Department shall schedule and perform Independent Assurance tests for the Contractor's non-contact profilers and operators at least once per construction season. Independent Assurance testing shall be conducted at a randomly selected time on an active construction project. The criteria for the test will be similar to those used for certification.

502.04 – Profile Test Procedures

1. The Contractor shall perform all pavement smoothness specification tests except the 10-foot (3 m) straight edge testing as shown in Paragraph 15. of this Subsection.
2. The Engineer shall furnish a report form to the Contractor identifying all required test sections.

- a. The pavement surface shall be divided into lane-width segments that end at a bridge, railroad crossing, or other designated termini.
 - b. The lane-width segments shall be further divided into individual 528 feet long test sections in the direction of project stationing. The last test section in a segment is usually shorter than 528 feet.
 - c. If a test section is less than 300 feet long, it shall be combined with the preceding 528 feet long test section for analysis.
3. The Contractor's certified non-contact profiler operator shall perform smoothness specification tests in the Engineer's presence. Smoothness testing shall be performed during normal daylight working hours unless otherwise approved by the Engineer.
4. The asphaltic concrete pavement surface temperature shall be 150 degrees F (65 degrees C) or lower when smoothness tests are performed.
5. The non-contact profiler operator shall perform pavement smoothness measurements in the right-hand or left-hand wheel path of all driving lanes, as directed by the Engineer, including climbing and fly-by lanes. The wheel path is the path followed by the right or left wheels of a truck or car traveling in the center of a traffic lane. It is assumed to be 3 feet from the left or right lane lines. In urban areas, where inlet block-outs or manholes are in the right or left-hand wheel path, the pavement smoothness measurements shall be made in a location determined by the Engineer.
6. The Contractor shall remove all objects and foreign material from the pavement surface before testing, including any extra run-in and run-out lengths required for the non-contact profiler. Unless adequate traffic and personnel control is provided by the Contractor, the non-contact profiler must not be operated in active construction zones congested with construction equipment and/or personnel that could result in collision with the profiler.
7. The non-contact profiler operator shall guide the profiler along the specified wheel path of each traffic lane at a constant speed and directional path throughout the length of pavement being tested. The speed of the non-contact profiler must be within the speed range recommended by the manufacturer. Sudden changes in speed or direction during a test run will disqualify that test, and a new test must be performed. Confined pavement test sections that cannot be properly tested with a non-contact profiler shall be tested with a California-style profilograph approved by the Nebraska Department of Roads.
8. A lateral location indicator shall be used to align the non-contact profiler in the required test path during testing. Pavement edges, longitudinal joints, or longitudinal pavement markings may be used as reference lines.
9. Before testing, the non-contact profiler operator shall perform routine check procedures of the measurement system as recommended by the manufacturer. To ensure consistent distance measurement, the operator shall also check and adjust the distance recording wheel tire pressure several times a day.
10. All station references on the non-contact profiler reports shall be actual project stations. Stations shall be accurately noted on any printed profiles at least every 200 feet. The distance measured by the non-contact profiler shall compare within 0.2 percent of the actual distance tested, as determined using project stationing, for all testing and

retesting runs. Test runs that do not compare within 0.2 percent will disqualify that test. New tests must be performed for all disqualified tests, following calibration of the distance measuring system.

11. Immediately after completion of the tests, the non-contact profiler operator and the Engineer shall sign any printed reports and profiles to verify their authenticity. The signed prints then become the property of the Department.
12. The Engineer shall perform or schedule verification tests on at least 10 percent of the lane miles of pavement surface, with a non-contact profiler owned by the Department.
13. If the verification test, Independent Assurance tests, or other observations indicate that the Contractor's procedures and/or results are not acceptable or accurate, the Engineer may do any of the following:
 - a. require the Contractor to calibrate the non-contact profiler and re-run the tests.
 - b. disqualify the Contractor's equipment and/or operator.
 - c. perform the tests for part, or all, of the project with a non-contact profiler owned by the Department, and charge the Contractor \$500.00 per lane mile for all testing done by the Department.
14. The following areas of pavement shall be excluded from the IRI requirements, unless otherwise specified in the Special Provisions.
 - a. Pavement on horizontal curves having a centerline radius of curvature of less than 1,000 feet, and pavement within the super elevation transition of such curves.
 - b. Pavement within 50 feet of a transverse joint that separates the pavement from an approach slab to a bridge deck or existing pavement not constructed under the contract.
 - c. Pavement for truck weigh stations or rest areas, acceleration/deceleration lanes, and interchange ramps and loops.
 - d. Pavement within 50 feet of railroad crossings and associated transitions.
 - e. Pavement with a posted speed limit of 45 miles per hour or less.
 - f. Pavement where the Engineer requires the Contractor to open an area prematurely to cross traffic at intersections and driveways.
 - g. Additional exceptions shown on the summary sheet in the plans.
15. Excluded pavement sections shall be measured for bumps and dips with either a profilograph, non-contact profiler, or a 10-foot straight edge. If the profilograph or non-contact profiler is used, the deviation shall not exceed 0.40 inch in a 25 ft. span. The deviation of the surface shall not exceed 1/8 inch if a 10-foot straightedge is used.
16. The Contractor shall complete all surface profile testing within 7 calendar days or 5 working days (whichever is later) after the completion of the mainline pavement. In addition, the following shall apply:

- a. The initial (uncorrected) surface of all top-lift asphaltic concrete pavement sections shall be profile tested within 2 working days of being placed.
- b. The surface of all asphaltic concrete pavement sections that receive corrective work shall be profile tested within 2 working days of the completion of this work.
- c. The Contractor shall notify the Engineer of their intent to perform profile testing at least 2 calendar days prior to the testing (or as mutually agreed) to allow the Engineer to be present at the time of the testing.
- d. The Contractor shall allow the Engineer to witness all aspects of the profile testing, including traveling in the profiler conveyance vehicle.
- e. The profile test results shall be provided to the Engineer immediately after completion of the testing.

502.05 – Evaluation

1. The Contractor shall determine an IRI and the number of correctable bumps and dips for each test section, record the information on the report form, and provide a copy of the report to the Engineer.
 - a. The IRI shall be calculated by the non-contact profiler software using the quarter-car simulation. IRI shall be reported in units of inches per mile.
 - b. Correctable bumps shall be separately identified by the non-contact profiler software in a summary report using the California profilograph emulation. Bumps will appear as high points on the printed profile, and correspond to high points on the pavement surface. Correctable bumps are vertical deviations on the pavement surface that exceed 0.40 inch in height above a base line span of 25 feet.
 - c. Correctable dips shall be separately identified by the non-contact profiler software in a summary report using the California profilograph emulation. Dips will appear as low points on the printed profile, and correspond to low points on the pavement surface. Correctable dips are vertical deviations on the pavement surface that exceed 0.40 inch in depth below a base line span of 25 feet.

502.06 – Pavement Surface Correction

1. The Contractor shall locate and perform all required pavement surface corrective work, with the approval of, and in the presence of, the Engineer.
2. Corrective work may be required for any bump, dip, or a combination of bumps and dips or other roughness that, in the opinion of the Engineer, produces an objectionable ride. Corrective work shall be accomplished at no cost to the Department.
 - a. When the initial IRI of a test section is 96 in/mi or less, bump and dip correction is the only corrective work allowed for that section.
 - b. When the IRI of a test section exceeds 96 in/mi, corrective work shall be performed.
 - c. The Contractor shall retest all corrected test sections.

3. All bumps, as defined in Paragraph 15. of Subsection 502.04, and Paragraph 1.b. of Subsection 502.05, and all test sections with an IRI exceeding 96 in/mi shall be corrected by diamond grinding.
 - a. Bumps shall be considered corrected when they are at or below the 0.40 inch maximum height.
 - b. Sections with an IRI exceeding 96 in/mi shall be considered corrected when the IRI for that section has been reduced to a value of 96 in/mi or less.
4. All dips, as defined in Paragraph 15. of Subsection 502.04, and Paragraph 1.c. of Subsection 502.05, shall be corrected until they are at or below the 0.40 inch (10 mm) maximum depth. All dips shall be corrected by diamond grinding on either or both sides of the dip.
5. Pavement surface correction by diamond grinding shall be limited so that newly placed asphaltic materials are not reduced in thickness to less than the required plan thickness minus $\frac{1}{4}$ inch. In the event that (a) bumps, (b) dips, or (c) test sections exceeding 96 in/mi cannot be corrected by diamond grinding to the specified limits without violating these thickness criteria, the Contractor shall have the following options that will be subject to the approval of the Engineer.
 - a. Remove and replace a sufficient length of the surface layer to correct the deficiency, under the following conditions:
 - (1) The Contractor shall furnish replacement material that meets the original specifications for the material removed.
 - (2) Removal and replacement shall be for the full lane width.
 - (3) The thickness of the replacement asphaltic materials shall be a minimum of 3 times the nominal aggregate size of the asphaltic concrete mixture.
 - b. A combination of diamond grinding and removal and replacement methods.
 - c. Elect to leave in place an uncorrected or partially corrected bump, dip, or test section exceeding an IRI of 96 in/mi, for a monetary deduction in accordance with Section 502.09.

502.07 - Traffic Control

The Contractor shall provide all traffic control for smoothness testing and corrective work at no cost to the Department.

502.08 - Method of Measurement

1. "Asphalt Pavement Smoothness Testing I/D" and "Asphalt Pavement Smoothness Testing" shall be measured on a lump sum basis.
2. a. When the pay item "Asphalt Pavement Smoothness Testing I/D" is included in the contract, the unit price of the accepted quantity of asphaltic concrete pavement and performance graded binder in the surface layer of each non-contact profiler test section shall be adjusted according to the schedule in Table 502.01, subject to the limitations in Paragraphs 3. and 4. of this Subsection. Pavement sections excluded from this smoothness specification shall not qualify for incentive pay.

- b. When the pay item "Asphalt Pavement Smoothness Testing" is included in the contract, the incentive/disincentive provisions of this Subsection do not apply.

Table 502.01a.

Payment Adjustment Schedule (Multi-Lift Roadways)	
International Roughness Index (IRI) Inches Per Mile	Percent of Contract Prices
0 to 37	107
Greater than 37 to 43	105
Greater than 43 to 49	103
Greater than 49 to 56	102
Greater than 56 to 68	100
Greater than 68 to 74	98
Greater than 74 to 80	96
Greater than 80 to 86	94
Greater than 86 to 93	92
Greater than 93 to 96	90
Greater than 96	Corrective Work Required

Table 502.01b.

Payment Adjustment Schedule (Single-Lift Roadways)	
International Roughness Index (IRI) Inches Per Mile	Percent of Contract Prices
0 to 37	107
Greater than 37 to 43	105
Greater than 43 to 49	103
Greater than 49 to 56	102
Greater than 56 to 74	100
Greater than 74 to 80	97
Greater than 80 to 86	95
Greater than 86 to 93	93
Greater than 93 to 96	90
Greater than 96	Corrective Work Required

3. When the initial IRI of a test section is 96 in/mi or less, that value shall determine the percent of incentive pay for the section, unless bump and dip correction performed in that section increases the percent of pay.
4. When the initial IRI of a test section is greater than 96 in/mi, corrective work performed in that section may increase the percent of pay up to the 100 percent level indicated in Table 502.01.

502.09 – Basis of Payment

1. When the pay item “Asphalt Pavement Smoothness Testing I/D” is included in the contract, the overall pay factor for the accepted quantity of asphaltic concrete and performance graded binder in the surface layer of all non-contact profiler test sections shall be determined according to the formula in Table 502.02.

Table 502.02a.

Pay Factor Formula (Multi-Lift Roadways)	
$PF = \frac{A(1.07) + B(1.05) + C(1.03) + D(1.02) + E(1.00) + F(0.98) + G(0.96) + H(0.94) + I(0.92) + J(0.90)}{A + B + C + D + E + F + G + H + I + J}$	
Where:	
A	= Length of pavement with an IRI of 0 to 37 in/mi
B	= Length of pavement with an IRI greater than 37 to 43 in/mi
C	= Length of pavement with an IRI greater than 43 to 49 in/mi
D	= Length of pavement with an IRI greater than 49 to 56 in/mi
E	= Length of pavement with an IRI greater than 56 to 68 in/mi
F	= Length of pavement with an IRI greater than 68 to 74 in/mi
G	= Length of pavement with an IRI greater than 74 to 80 in/mi
H	= Length of pavement with an IRI greater than 80 to 86 in/mi
I	= Length of pavement with an IRI greater than 86 to 93 in/mi
J	= Length of pavement with an IRI greater than 93 to 96 in/mi

Table 502.02b.

Pay Factor Formula (Single-Lift Roadways)	
$PF = \frac{A(1.07) + B(1.05) + C(1.03) + D(1.02) + E(1.00) + F(0.97) + G(0.95) + H(0.93) + I(0.90)}{A + B + C + D + E + F + G + H + I}$	
Where:	
A	= Length of pavement with an IRI of 0 to 37 in/mi
B	= Length of pavement with an IRI greater than 37 to 43 in/mi
C	= Length of pavement with an IRI greater than 43 to 49 in/mi
D	= Length of pavement with an IRI greater than 49 to 56 in/mi
E	= Length of pavement with an IRI greater than 56 to 74 in/mi
F	= Length of pavement with an IRI greater than 74 to 80 in/mi
G	= Length of pavement with an IRI greater than 80 to 86 in/mi
H	= Length of pavement with an IRI greater than 86 to 93 in/mi
I	= Length of pavement with an IRI greater than 93 to 96 in/mi

2. a. The Contractor shall be assessed an additional \$500.00 deduction for each of the following uncorrected or partially corrected smoothness irregularities that are left in place.
 - (1) Bumps
 - (2) Dips
 - (3) Sections with an IRI value exceeding 96 in/mi, but less than 105 in/mi.
- b. The Contractor shall be assessed an additional \$1000.00 deduction for each uncorrected or partially corrected section with an IRI value of 105 in/mi or greater.
3. The work of "Asphalt Pavement Smoothness Testing I/D" and "Asphalt Pavement Smoothness Testing" shall be paid at the lump sum contract unit price. This price shall be full compensation for all smoothness testing as set forth in this specification.

**ASPHALTIC CONCRETE
(E-8-1211)**

Paragraph 2.a.5.(ii) of Subsection 503.03 is void and superseded by the following:

During storage, the PG Binder temperature shall be maintained in accordance with binder supplier recommendations. All plants shall be equipped with a circulating system for PG Binder which is designed to assure proper and continuous circulation during the operating period. Storage tanks shall have sufficient capacity to provide for continuous operation. The tanks shall be situated and constructed to allow the volume of the PG Binder to be safely and accurately determined at any time.

Paragraph 2.a. of Subsection 503.04 is void and superseded by the following:

2. Asphalt Mix Control Strip:
 - a. At the Contractor's option, the control strip may be waived. The decision to omit the control strip must be communicated to the Engineer prior to the start of production. When the control strip is waived:
 - (1) The moving average of four air voids values for the first three asphaltic concrete sublots is not valid and a pay factor of 1.0 shall be applied.
 - (2) The first three asphaltic concrete sublots shall be subject to the following removal criteria and removal shall be at no cost to the Department.

Sublot	Removal Criteria
1-1	$V_{a_{1-1}}$ less than 1.5 or greater than 7.0
1-2	$(V_{a_{1-1}} + V_{a_{1-2}}) \div 2$ less than 1.67 or greater than 6.67
1-3	$(V_{a_{1-1}} + V_{a_{1-2}} + V_{a_{1-3}}) \div 3$ less than 1.83 or greater than 6.33

Where: $V_{a_{1-1}}$ = the single test air voids for Sublot 1-1
 $V_{a_{1-2}}$ = the single test air voids for Sublot 1-2
 $V_{a_{1-3}}$ = the single test air voids for Sublot 1-3

- b. On the first production day, a 600 ton (544 Mg) control strip shall be placed and approved before full production begins. The Contractor shall construct the control strip using the approved asphalt mix design with laydown and compaction procedures that are representative for the project.
- c. The Contractor shall take at least 3 control strip mixture samples and record the test results for the mixture properties. The Contractor will also record compaction density values and rolling pattern information. This data will be for information only and shared with the Engineer.

Table 503.02 is void and superseded by the following:

Table 503.02

Control Strip Sampling			
Sample No.	Ton (Mg)	Air Voids for SPH	Air Voids for SPR
1	0 to 200 (0-180)	2.5 to 6.0	1.5 to 5.0
2	201 to 400 (181-363)	2.5 to 6.0	1.5 to 5.0
3	401 to 600 (364-544)	2.5 to 6.0	1.5 to 5.0

Paragraph 2.b.(2) of Subsection 503.04 is void and superseded by the following:

- (2) Marshall or Gyratory air voids of each sample shall be calculated using the maximum specific gravity of that sample.

Paragraph 2.b.(4) of Subsection 503.04 is void and superseded by the following:

The control strip will be accepted at 100% pay if all of the following test results are met. If any of the following test results are not met, the control strip will be subject to removal.

- (i) The Dust to Binder ratio is between 0.70 and 1.70.
- (ii) CAA is no more than 5% lower than the minimum specified shown on Table 1028.02 using blended cold feed material or ignition oven test results. FAA is no more than 0.5% lower than the minimum specified using blended cold feed material or no more than 1.0% lower than the minimum specified using ignition oven test results shown on Table 1028.03.
- (iii) Air voids are between 2.5% to 6.0% for SPH and between 1.5% to 5.0% for SPR.

Paragraph 2.h. of Subsection 503.04 is void.

Paragraph 2.j. of Subsection 503.04 is void and superseded by the following:

- j. When a control strip is constructed, the Contractor will use the three individual air void tests within the control strip and apply those individual values to the individual air void test result of the first 750 ton (680 Mg) subplot of Lot 1 to calculate the initial moving average of four and resulting pay factor for the initial 750 ton (680 Mg) subplot.

Paragraphs 5.a.(1) and 5.a.(3) of Subsection 503.04 are void and superseded by the following:

- a. (1) The actual mixing temperature shall be selected by the Contractor, in accordance with binder supplier recommendations, to provide adequate aggregate coating and mixture compaction at laydown.
- a. (3) Never shall the selection of the mixing temperature be such that drainage of the PG Binder from the aggregate will exceed contract specifications.

Paragraphs 10.a. and 10.b. of Subsection 503.04 are void.

Paragraphs 2.a. and 2.b.(1) of Subsection 503.06 are void.

Paragraph 2.b. (2) of Subsection 503.06 is void and superseded by the following;

- (2) For each subplot of Asphaltic Concrete Type SPR, SPS and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type _____". Included in a subplot, following approval of the control strip(s), may be any roadway Asphaltic Concrete Type SPR, SPS and SPH which is produced, sampled and tested and approved by the Engineer for use as Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type _____ unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots.

Paragraphs 5.a., 5.b., and 5.c. of Subsection 503.06 are void and superseded by the following:

- 5. a. When asphaltic concrete in any lot 3750 tons (3400 Mg) or portion of a lot 3750 tons (3400 Mg) is rejected and removed from the road, payment will not be made for the asphaltic concrete or for the PG Binder contained in the rejected material. The determination of the quantity of PG Binder for which payment will not be made will be based on the percent of PG Binder used in the rejected material.
- b. The order of precedence to determine the PG Binder quantity is:
 - (1) Actual lot 3750 tons (3400 Mg) tests.
 - (2) The average of the day's run.
 - (3) The job-mix formula.

Paragraph 12. of Subsection 503.06 void.

**TACK COAT
(E-8-0609)**

Paragraph 2. of Subsection 504.05 in the Standard Specifications is void and superseded by the following:

2. When materials do not meet plan and specification requirements, deductions will be made according to Table 504.01.

Section 504 is amended to include the following Table:

Table 504.01

<p style="text-align: center;">Emulsion Pay Factor Schedule</p> <p style="text-align: center;">Test of Residue Percentage</p> <p style="text-align: center;">1.00 for a deviation of minus less than or equal to 1%</p> <p style="text-align: center;">0.75 for deviation of minus greater than 1% to less than or equal to 5%</p> <p style="text-align: center;">0.40 or Reject for deviation of minus greater than 5%</p> <p style="text-align: center;">Tests for ALL other properties Specified</p> <p style="text-align: center;">1.00 for a deviation of \pm less than or equal to 10%</p> <p style="text-align: center;">0.75 for a deviation of \pm greater than 10% to less than or equal to 25%</p> <p style="text-align: center;">0.40 or Reject for deviation of \pm greater than 25%</p> <p>Note 1: Largest Pay Factor Reduction will be applied.</p>

**BITUMINOUS PAVEMENT PATCHING
(E-8-1212)**

Paragraphs 1, 2 and 3 of Subsection 516.05 in the Standard Specifications are void and superseded by the following:

1. a. Bituminous Pavement Patching of flexible pavement and the repair or replacement of any subgrade material authorized by the Engineer will be measured by one of the methods described in Paragraph 1.b. based upon the depth of the patch.
- b.(1) For patches 16-inches (40cm) deep or less, determined at the time of patching, the patching will be measured by the ton (megagram) of "Asphaltic Concrete for Patching, Type ____" required to complete the patch and repair any faulty subgrade. No equipment rental will be paid for this work, and all equipment used to complete the work shall be subsidiary to the item, "Asphaltic Concrete for Patching, Type ____."

- (2) For patches more than 16 inches (40cm) deep, determined at the time of patching, the patching will be measured by the ton (megagram) of “Asphaltic Concrete for Patching, Type ____” required to complete the patch and repair any faulty subgrade. Additionally, the hours of equipment rental required to complete the patching and repair in that portion of the patch deeper than 16-inches will be measured by the hour of equipment rental in accordance with Section 919. Only approved equipment needed to patch and excavate the failure is to be rented, and only the time utilized to perform the work in the region deeper than 16-inches (40 cm) is to be measured. Excluded is any equipment needed to haul asphalt to the site.
2. a. Bituminous Pavement Patching of concrete pavement and the repair or replacement of any subgrade material authorized by the Engineer will be measured by the square yard (square meter) of completed and accepted work regardless of depth. Additionally, the asphaltic concrete used to complete the patch will be measured for payment and included with the roadway tonnage.
- b. Bituminous Pavement Patching of concrete pavement is divided into 3 types (see Table 516.02). The types are based on the size of the individual patches constructed in a single lane. If a damaged area spans 2 or more lanes, then the continuous patch will be counted as multiple patches -- 1 patch per lane.

Table 516.02

Asphalt Patch Sizes in Rigid Pavement	
Type	Size
A	5 SY (5 m ²) or less
B	Greater than 5 SY to 15 SY (5 m ² to 12.5 m ²)
C	Greater than 15 SY (12.5 m ²)

3. “Asphaltic Concrete, Type _____,” “Asphaltic Concrete for Patching, Type _____,” “Asphalt Cement _____,” and “Hydrated Lime for Asphalt Mixtures” used in either the patching of flexible pavement or concrete pavement will be measured for payment by the ton (megagram) in accordance with Subsection 503.05.

**DROP-OFF/COLD-MILLED TAPERED EDGE
(E-8-0613)**

Paragraph 7 of Subsection 107.07 is void and superseded by the following.

7. a. The Contractor shall conduct all operations to minimize any drop-offs (abrupt changes in roadway elevation) exposed to traffic.
- b.(1) Unless otherwise specified in the Contract, drop-offs greater than 2 inches tall at the shoulder edge that are adjacent to the traveled way shall be protected by a wedge of compacted stable material capable of carrying traffic (the wedge being 1 vertical to 3 horizontal or flatter). An edgeline warning stripe shall be placed on the traffic side of the drop-off.
- (2) The Engineer shall authorize other methods, such as concrete barriers or Type II barricades, to protect drop-offs when conditions do not allow a wedge of compacted, stable material.

- (3) Unless otherwise ordered by the Engineer, drop-offs up to 2 inches (50 mm) may remain exposed with appropriate warning signs alerting motorists to the condition.
- c. Open trenches which span all or part of the traveled way and/or auxiliary lanes shall be no wider than 18 inches (450 mm) and must have a steel-plate cover placed and anchored over them. The plate shall have sufficient strength so as to only allow a maximum vertical deflection of 1/2 inch (12.5 mm). A wedge of suitable material shall create a smooth transition between the pavement and the steel plate. Warning signs shall be used to alert motorists to the presence of the steel plates.

Paragraph 3. b. of Subsection 510.04 is void and superseded by the following.

3. b. The Contractor shall not leave a milled vertical edge greater than 1-inch tall between lanes overnight. One of the following options shall be performed if the milling will result in a vertical grade separation greater than 1 inch (25 mm) between lanes:
- (1) Milling shall be performed in all adjacent traffic lanes on the same day so that at the end of each day, no drop off of over 1 inch (25 mm) remains.
- (2) The milling shall create a tapered edge between the traffic lanes. The tapered edge shall have a slope from 3 [H]: 1 [V] to 4 [H]: 1 [V], not measured more than one foot in width nor extend into the lane more than one foot. Temporary pavement marking shall be placed at the top and contiguous with the tapered edge.
- c. If the Contractor fails to complete the above options, the Contractor shall provide – at no cost to the Department – additional traffic control necessary to maintain traffic on the milled lane (or lanes) as directed by the Engineer. This additional traffic control may require the use of a pilot car, flaggers, lighted flagger station, etc.
- d. Transitions between milled and unmilled in the direction of travel surfaces will be feathered either by milling or with wedges of bituminous material (maximum slope 1 vertical to 12 horizontal).

OPTIONAL NOTCHED WEDGE JOINT (E-8-1013)

Description

The Contractor has the option of constructing a notched wedge joint. If the Contractor chooses to construct this joint, it shall be built as shown on the plans and to the following requirements:

Paragraph 5.e. of Subsection 503.04 is void if a notched wedge joint is constructed between the adjacent traffic lanes.

This work shall consist of constructing a notched wedge longitudinal joint between adjacent passes of asphaltic concrete lifts over 1" on pavement that will be open to traffic and contains uneven lanes. The notched wedge joint shall consist of a vertical notch 1/2 the thickness of the asphalt lift, and an 8" to 12" uniform taper extending into the adjoining lane (see plan typical).

Equipment

1. The notched wedge joint device shall be a manufactured strike-off device attached to the asphalt paver screed and able to produce the required shape and configuration after compaction, as detailed in the plan typical.
2. The device shall be self-adjusting, spring-loaded, and able to generate a smooth, uniform surface and slope without disrupting the smoothness of the paving mat.
3. The device shall be capable of applying vertical loads by pressure or ballasting methods.
4. The device may or may not have capability of vibration.

Construction Method

1. The notched wedge joint device shall be heated prior to the beginning of laydown either manually or as part of the notched wedge joint device.
2. The notched wedge joint shall be constructed in one pass of the paver. A constant head of asphaltic concrete shall be supplied in front of the notched wedge to provide pre-compaction of the notched wedge joint.
3. The taper of the notched wedge joint will be a minimum of 8" and a maximum of 12".
4. The notched wedge joint shall be used at any longitudinal joint locations situated between two driving lanes. The Contractor also has the option to utilize the notched wedge joint at other longitudinal joint locations.
5. A tack coat shall be applied to the full face of the in-place notched wedge joint, prior to the placement of full lane tack coat application.

Method of Measurement

The construction of a notched wedge joint will not be measured and paid for but will be subsidiary to the associated asphaltic concrete.

COLD MILLING CLASS 3

Section 510 of the Standard Specifications is amended to include the following.

The milling machine must have dual grade controls capable of milling the full lane width in a single pass when the lane width is 12 foot or less. On roadways with lane widths greater than 12 foot, the first pass of milling machine shall be at least 12 foot. The milling shall conform to the specifications for Cold Milling Class 3 and shall provide for 100% of the surface milled and provide a consistent milling texture across the entire lane. The milling depth shall be as shown in the plans. The equipment must be maintained and operated at a speed, rpm, and quality of cutting teeth that will provide a texture that does not affect the thin lift overlay and/or leave striations in the finished mat. The quality of the milling is imperative to provide macro-texture for adhesion,

smoothness, and uniform profile quality for ride and vehicle sound improvements. The milling operations can be performed as much as 7 days in advance of the overlay, provided there is no damage occurring on the milled surface, such as but not limited to: delaminating, scabbing, dusting, pop outs, loss of milled texture, or raveling of the surface, if such damage begins on the surface after milling, the amount of time that milling can be performed in advance shall be adjusted and may be adjusted down to milling and inlaying in the same day, the project personnel will work together to decide what timeframe would best remedy the situation.

Void Paragraph 9.a. of Subsection 510.04 of the Standard Specifications and replace it with the following:

The remaining salvaged bituminous material produced from the cold milling operation not used in production of asphaltic concrete on the project shall become the property of the Contractor and removed from the project.

Amend Subsection 510.05 of the Standard Specifications to provide for the measurement of Cold Milling Class 3 in equivalent stations, this being the actual number of square feet of milling divided by 2400.

PERFORMANCE GRADED BINDER

Section 503 in the Standard Specifications is amended to include Performance Graded Binders.

Section 1029 in the Standard Specifications is void and superseded by the following:

I. Description

The Performance Graded Binder to be used on this project shall be PG Binder 64-34 supplied by a Certified Supplier.

II. Certified Supplier

A supplier must be certified by the Nebraska Department of Roads to be allowed to supply Performance Graded Binder in Nebraska. To be considered certified by the NDR, a supplier must participate in one or more of the following PG Binder groups.

1. AASHTO Materials Reference Laboratory (AMRL)
2. Western Cooperative Testing Group (WCTG)
3. Combined States Binder Group (CSBG)

The supplier must also maintain and follow the requirements of the group or groups in which they participate in, to maintain certification by the Nebraska Department of Roads. In addition, active participation is required to maintain certification by the Department. Active participation will include submitting of round robin sample results, along with meeting other requirements of the group or groups.

A certified supplier may be asked to supply to the Department, past round robin results, laboratory inspection reports, reasons for and investigative reports on out lying results, quality control testing, and/or technician training and proficiency testing reports.

The binder supplier agrees to inspection of their plant or terminal without notice anytime during production or supplying of material to the Department. The inspection may also include the supplier's laboratory.

A certified supplier can voluntarily submit samples of binders proposed for use to the Materials and Research Bituminous Laboratory for quality and verification testing.

III. Supplier Certification

A supplier may request certification by contacting the Nebraska Department of Roads, Materials and Research Division, Flexible Pavement Engineer at (402) 479-3839. A temporary certification may be issued for a period of up to one year. Split sample testing will be required prior to receiving a temporary certification. Split sample testing will be done on all grades of binder that the supplier intends to supply during the temporary certification. The supplier will have up to one year to become certified by participating in and following the requirements of one or more of the approved binder groups.

A supplier may become certified through active participation in other binder certification/round robin groups that are approved by the NDR. The NDR may request from the supplier prior to approval, past or current round robin results, quality control testing, laboratory inspection reports, and/or technician training and proficiency testing reports.

IV. Loss of Certification

Certification will be withdrawn from a supplier for a minimum of 6 months when one or more of the following conditions exist.

1. Inability to consistently supply material meeting specifications as outlined herein.
2. Failure to maintain an acceptable quality control program.
3. The failure to meet one or more of the conditions of being a Certified Supplier as outlined above.

Notification of decertification of a supplier will be submitted in writing by the NDR. Material from a decertified source will not be accepted for use on NDR projects and the NDR districts will be notified of this action.

V. Supplier Recertification

If a supplier has lost certification and seeks to be recertified, the following steps are required.

1. Fulfill the requirements outlined above for gaining Certified Supplier status.
2. Submit documentation to the Flexible Pavement Engineer explaining why decertification occurred, and the actions that are going to be taken to correct the problems identified in writing by the NDR.

VI. Binder Sampling and Testing:

1. Lots: Each 3750 tons (3400 Mg) of HMA type produced, or portion thereof, will be a binder lot.
2. A binder lot will include only one PG Binder grade or a blend as allowed in paragraph VI.6.e.
3. A binder lot will only include one supplier of the PG Binder or a blend as allowed in paragraph VI.6.e.
4. Blending of different binder grades and binders from different suppliers will be allowed with restrictions as noted in paragraph VI.6.e. The Engineer must be notified of the intent to blend prior to actual blending.
5. All binders shall be sampled at the rate of at least one sample per lot.
 - a. The sample shall consist of two one-quart (liter) cans and shall be taken by the Contractor's Certified Sampling Technician, with assistance from or under supervision of NDR personnel. The sample shall be taken at the plant from the line between the storage tank and the mixer or from the tank supplying material to the line, at a location at which material sampled is representative of the material in the line to the mixer. One can will be tested for specification compliance, and the other can portion will be saved for check tests and dispute resolution, if needed. The sampling process shall follow procedures of the NDR Materials Sampling Guide.
 - b. Testing. When the tested PG Binder is in compliance, the binder lot will be accepted and both cans of the sample can be discarded. If the tested PG Binder does not comply, then the price of the PG Binder lot represented by the sample shall be adjusted according to Tables 2 and 3. Overall project average testing requirements and price adjustments will also apply, as stated in Table 4.
 - c. In cases where the total HMA type is less than 3750 tons, only one PG Binder lot sample per grade per supplier is required. If the tested PG Binder does not comply, the price of the PG Binder lot shall be adjusted according to Tables 2 and 3.

6. Material Requirements

- a. Performance Graded Binder, as specified in the contract items, shall be in accordance with the PG+ specifications as noted, and AASHTO M320 with the exception of Direct Tension.
- b. Substitution of a PG Binder, which exceeds the upper and lower grade designations from the specified, requires advance notification to, and approval by, the Engineer. The substitution of the PG Binder shall also be identified in the sample identification submittals.

- c. Material Certification - A Material Certification shall be submitted prior to construction, stating the type of modifier being used, and the recommended mixing and compaction temperatures for the Hot Mix Asphalt. The Material Certification must state that acid has not been used. The Material Certification must also state that the material has not been air blown or oxidized.
- d. The Contractor shall receive from the supplier, instructions on the proper storage and handling of each grade and shipment of PG Binder.
- e. Blending of PG Binders at the hot mix plant site will be allowed only when transitioning to an asphalt mixture requiring a different grade of binder, and with the following restrictions:
 - (1) The resultant blend will meet PG+ (modified binders) and/or AASHTO M320 specifications when tested as $\pm 3^{\circ}$ C of the specified PG Binder. The sample of the blended material 1) will be considered as a lot sample, 2) will be taken during initial production following the blending of the binders, and 3) shall have deductions applied as per Tables 2, 3, and 4 when not meeting specifications. On the blended sample's identification form will be a note explaining the blending conditions and a statement that the sample is a blend of materials. The next lot sample, following the sample representing the blend, will be tested as the specified binder grade for the asphalt mixture being produced and shall meet AASHTO M320 and PG+ (if modified) specifications.
 - (2) Modified Binders - Only blending of the same type of elastomer modifiers listed in VI.6.f.(1) will be allowed.
- f. When modified binders are specified, the following PG+ specifications (Table 1) and AASHTO M320 (with the exception of Direct Tension) will apply:
 - (1) The Performance Graded Binder shall be a binder, which incorporates a blend of base asphalt and elastomer modifiers of styrene-butadiene (SB), styrene-butadiene-styrene (SBS) or styrene-butadiene-rubber (SBR). Acid shall not be used. Air blown and/or oxidized asphalt will not be allowed. The supplier must certify that the binder is not acid modified, and that acid was not used. The binder supplier must also certify that air blowing or oxidization has not been done/used to modify the binder or used to change the properties of the binder.
 - (2) The composite material shall be thoroughly blended at the asphalt refinery or terminal prior to being loaded into the transport vehicle. The polymer modified binder shall be heat and storage stable and shall not separate when handled and stored as per the supplier's storage and handling recommendations.

- (3) The composite material shall be homogenous, and shall not demonstrate evidence of 1) localized gellation or over-crosslinking of polymers, 2) improper use of gelling modifiers used in addition to polymer modification, or 3) otherwise any other lumpy conglomerations.
- (4) To insure the binder is of a modification system in which no acid is used, the Materials and Research Bituminous Laboratory will perform a random free-acid verification test. ARR-MAZ AD-here LOF65-00, amine anti strip will be added at the rate of 0.5% to sample(s) that have been heated to 300 degrees F or until viscous and stirred for a minimum of 5 minutes. The resultant blend will then be tested for PG grading and compared to PG grading prior to the blending. Binders tested for acid modification shall meet AASHTO M320 specifications, and shall not show a drop of $G^*/\sin(\delta)$ of more than 25% when compared to the result(s) of the sample prior to the verification test. If the verification test reveals material that does not meet AASHTO M320 specifications, or shows a drop of $G^*/\sin(\delta)$ greater than 25%, the material that is represented by the sample will be rejected. If a random sample demonstrates acid modification, additional samples will be tested.
- (5) Supplier-submitted samples of binder proposed for use, can be tested for acid modification. Binders that demonstrate acid modification will not be accepted for use.
- (6) Lot samples of the binder shall meet or exceed the PG+ specifications as listed, in addition to AASHTO M320 specifications. For PG+, Table 1 specification testing, material will be tested on original unaged binder for phase angle specification, and RTFO aged material for elastic recovery. Project lot samples can also be tested for acid modification as described in VI.6.f.(4).
- (7) When it is determined that material exceeds Table 1, Table 2 will apply. When it is determined that a single sample(s) does not meet AASHTO M320 specifications, Table 3 will apply.
- (8) All project samples will be tested for original binder dynamic shear rheometry compliance.
- (9) Modified binders with a temperature spread of 104 shall be exempt of the AASHTO M320 requirement for the test of Viscosity, AASHTO T316.
- (10) All specified binders with a temperature spread of 92 or greater, shall be modified with an elastomer modifier as specified in paragraph VI.6.f.(1).

Table 1**Additional Specifications for Modified Binders**

PG+ Specifications	Spec Base			Spec w/Tol.²		
Temperature Spread ¹	92	98	104	92	98	104
Elastic Recovery; AASHTO T301 tested at 77°F (RTFO Aged AASHTO T301)	Minimum 65%			Minimum 60%		
Phase Angle; degrees (Maximum) (Original Binder)	77.0	75.0	73.0	79.0	77.0	75.0

¹ Temperature Spread is determined by subtracting the low temperature from the high temperature. Example (PG 64-28: 64 – (-28) = 92).

² Tolerances were determined from CSBG round robin data and AASHTO or ASTM precision statements. Material exceeding these tolerances is subject to 75% pay or removal.

Table 2**PG + Single Sample Tolerance and Pay Factor Table**

	Pay Factor of 0.75 or Removal¹		
Temperature Spread	92	98	104
Elastic Recovery Percentage (RTFO Aged AASHTO T301)	< 60%		
Phase Angle (degrees) (Original Binder)	> 79.0	> 77.0	>75.0

¹ Price Reduction will be applied to contract unit price of asphalt binder. The Engineer will determine if the non-compliant material will be removed. Removal and replacement will be at no additional cost to the Department. If the non-compliant material is accepted, a price factor of 0.75 will be applied. The price factor will be applied to the contract unit price of asphalt binder.

Table 3
Single Sample Tolerance and Price Factor Table

	Pay Factor of 0.75 or Removal¹
<u>Tests on Original Binder</u> Dynamic Shear, $G^*/\sin \delta$, kPa	< 0.93
<u>Tests on Rolling Thin Film Oven Residue</u> Dynamic Shear, $G^*/\sin \delta$, kPa	< 1.98
<u>Tests on Pressure Aging Vessel Residue</u> Dynamic Shear, $G^*\sin \delta$, kPa	> 5600
<u>Creep Stiffness</u> S, mPa	> 325
m-Value	< 0.285

¹ Price Reduction will be applied to contract unit price of asphalt binder. The Engineer will determine if the non-compliant material will be removed. Removal and replacement will be at no additional cost to the Department. If the non-compliant material is accepted, a price factor of 0.75 will be applied. The price factor will be applied to the contract unit price of asphalt binder.

VII. Overall Project Average - Price Reduction Based on Complete M320 Testing

1. Binders that demonstrate acid modification as per VI.6.f.(4) shall be rejected, and the test results will not be included in Overall Project Averages.
2. PG+, Table 1 specifications do not apply to Overall Project Averages.
3. Out of specification material will be determined by the specifications outlined in AASHTO M320, excluding Direct Tension.
4. The Nebraska Department of Roads, Materials and Research Bituminous Laboratory, will do complete specifications testing on at least one sample per HMA type from the project. The Department will randomly select one sample for complete specifications testing out of every five samples received. When any test result shows a sample not meeting specifications, the previous and following lot sample received will also be tested for complete specifications compliance. Adjacent lot sample testing will continue in this manner until tested samples meet all specifications, or there are no more lot samples to be tested.
5. Samples not selected for complete specifications testing are "control" samples. Control samples will be tested for original binder AASHTO M320 Dynamic Shear, as well as PG+ phase angle if modified. When a control sample falls out of AASHTO M320 Dynamic Shear and/or PG+ phase angle specification, it will then be tested for complete M320 and PG+ specifications compliance. And, as mentioned in VII.4, adjacent lot samples will be tested when any results do not meet specification. Adjacent lot testing will continue until tested samples meet all

specifications, or there are no more lot samples to be tested. This additional complete testing for M320 and PG+ compliance is in addition to the minimum number of samples that will be tested for complete M320 and PG+ compliance.

6. At the completion of testing, all M320 test results will be averaged. The average will not include M320 results from any binder lots that have already been reduced in pay by Table 3. For averages that do not meet M320 specifications, the largest reduction shown in Table 4 will be applied to all the Performance Graded Binder used on the project, with the exception of any binder lots that were already reduced in pay by Tables 2 and/or 3. In cases where there is only one PG Binder Grade lot sample left when determining the Overall Project Average tests results, then the Pay Factor for the PG Binder lot represented by that sample is determined by Table 4.

Table 4
Overall Project Average – Pay Factor Table

	Range of Average	Pay Factor Applied
<u>Tests on Original Binder</u> Dynamic Shear, $G^*/\text{Sin } \delta$, kPa Min. 1.00 kPa	< 1.00 – 0.98	0.98
	< 0.98 – 0.96	0.95
	< 0.96 – 0.94	0.92
	< 0.94	0.85
<u>Tests on Rolling Thin Film Oven Residue</u> Dynamic Shear, $G^*/\text{Sin } \delta$, kPa Min. 2.20 kPa	< 2.20 – 2.156	0.98
	< 2.156 – 2.09	0.95
	< 2.09 – 2.024	0.92
	< 2.024	0.85
<u>Tests Pressure Aging Vessel Residue</u> Dynamic Shear, $G^*\text{Sin } \delta$, kPa Max. 5000 kPa	>5000 – 5100	0.98
	>5100 – 5250	0.95
	>5250 – 5400	0.92
	>5400	0.85
m-Value Min. 0.300	< 0.300 – 0.298	0.98
	< 0.298 – 0.293	0.95
	< 0.293 – 0.290	0.92
	< 0.290	0.85
<u>Creep Stiffness</u> S, mPa Max. 300 mPa	>300 – 306	0.98
	>306 – 315	0.95
	>315 – 324	0.92
	>324	0.85

VIII. Single Sample Reduction and Overall Project Average Reduction

A sample representing a lot, incurring pay reduction or removal by Table 2 and/or 3, will incur pay reduction or removal only for the material that the sample represents.

Only the largest overall project average reduction from Table 4 will apply when more than one test average falls out of AASHTO M320 specifications.

Pay Factors or removals, based on single sample test results, and pay factors based on overall project average test results, are separate from each other, and both will be applied.

IX. Investigation of Verification Lot Samples That Do Not Meet Specifications

When the lot sample shows test results out of specification limits, the process of resolving the sample failure will include the following actions, as appropriate:

1. The Bituminous Lab may conduct retesting of the remaining portion of the sample as determined necessary to confirm or disaffirm the original test result(s).
2. The Bituminous Laboratory will notify the NDR project personnel, who will in turn notify the Contractor. All will arrange to investigate all aspects of the testing, loading, handling and delivery of the material in question. The Contractor and NDR project personnel shall report findings to the Bituminous Laboratory.
3. The Bituminous Laboratory will collect and compile all information provided.
4. The Bituminous Laboratory will issue the standard report of tests for all samples tested, to include any resulting pay factor deductions or removals. A copy of the report of tests will be distributed to the District and Construction Division. The District will then provide a copy to the Contractor. Supplier requests for a copy of this report will be directed to the Contractor.

X. Dispute Resolution

After testing and investigations have been completed on the sample, and there is still a dispute, the NDR will select an independent laboratory for referee testing to take place on the remainder of the sample, or any other representative samples obtained. The identity of the independent laboratory will not be revealed until the selected laboratory has completed the referee testing, and the NDR has submitted a final report of the results. If the independent lab's tests indicate failing results and pay deductions equal to or greater than the NDR's, the Contractor will reimburse the NDR for the cost of testing. If the independent lab's tests indicate that the material meets specification or is at a pay deduction less than the NDR's, the NDR will assume the cost of testing. When the independent lab's tests indicate a pay deduction, the lesser of the NDR's and the independent lab's deductions will be applied.

Only the Contractor can initiate dispute resolution, and request referee testing. The request must be made, in writing, to the NDR Construction Division within 60 days of awareness of sample results. For any period of time past 60 days, dispute resolution is forfeited.

XI. Method of Measurement

PG Binder shall be measured in accordance with Subsection 503.05 in the Standard Specifications.

XII. Basis of Payment

Subsection 503.06 in the Standard Specifications is amended to provide that PG Binder, accepted by the Engineer for use in asphaltic concrete, will be paid for at the contract

unit price per ton (Megagram) for the item "Performance Graded Binder _____", less any deductions as prescribed in the tolerance and price reduction tables.

SECTION 1028 - SUPERPAVE ASPHALTIC CONCRETE (J-7-1013)

Section 1028 in the Standard Specifications is void and superseded by the following:

1028.01 -- Description

1. a. Superpave Asphaltic Concrete is a Contractor-designed mix.
- b. The Contractor shall be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, during mix design and production.
2. Job Mix Formula
 - a. Before production of asphaltic concrete, the Contractor shall submit, in writing, a tentative Job Mix Formula (JMF) on the NDOR Mix Design Submittal Form for verification to the Department.
 - b. The JMF shall be determined from a mix design for each mixture. A volumetric mixture design in accordance with AASHTO R 35 as modified within this specification will be required. However, the mixture for the Superpave specimens and maximum specific gravity mixture shall be aged for two hours at compaction temperature. The mixture shall be prepared using the following:
 - (1) Mixture Conditioning of Hot Mix Asphalt (HMA), AASHTO R 30.
 - (2) Method for Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of the SHRP Gyratory Compactor, AASHTO T312.
 - c. The JMF shall identify:
 - (1) The virgin mineral aggregates and pit locations
 - (2) Recycled Asphalt Pavement (RAP) and source locations
 - (3) Hydrated lime
 - (4) Mineral filler
 - (5) The percent passing value for each specified sieve for the individual and blended materials
 - d. (1) The Contractor shall submit one uncoated, proportioned 22 lb. (10,000 gram) sample of the blended mineral aggregates for consensus properties and specific gravity testing, for all mix types except SPS. Once verified, the Contractor may begin plant production and QC testing with the QA/QC program.

- (2) The Contractor has the option of submitting the following; 2 proportioned 22 lb. (10,000 gram) samples of the blended mineral aggregates (which are precoated with hydrated lime, if lime is used) and two one-quart (liter) samples of the proposed PG Binder to be used in the mixture to the Department Materials and Research Central Laboratory at least 15 NDR working days before production of asphaltic concrete. If submitted these samples will be used to verify the Contractor's Superpave mix design test results and mix properties.
 - (3) Submitted with these samples shall be a copy of the Contractor's results for all Superpave mix design tests.
 - (4) Mix design shall include at a minimum:
 - (i) The bulk specific gravity (Gsb), which shall be 2.585, for data purposes and as information only, for all mixes.
 - (ii) The target binder content. The binder content will be determined by ignition oven results. A correction factor of 0.3% will be added to the ignition oven results for mixes containing hydrated lime, and an adjustment factor of 0.1% will be added to the ignition oven results for mixes containing WMA.
 - (iii) The supplier and grade of PG Binder.
 - (iv) The maximum specific gravity of the combined mixture (Rice).
 - (v) The bulk specific gravity (Gmb) and air voids at N initial (Nini), N design (Ndes) and N maximum (Nmax) of the gyratory compacted specimens.
 - (vi) Voids in the Mineral Aggregate (VMA) and Voids Filled with Asphalt (VFA) at Ndes.
 - (vii) Fine Aggregate Angularity (FAA) and specific gravity, Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Sand Equivalent of the aggregate blend.
 - (viii) Location description and/or legal descriptions and producers of materials used in the mix.
 - (ix) Dust to Binder Ratio.
 - (x) JMF compaction temperatures from NDOR Gyratory Temperature Table (See Table 1028.11).
 - (xi) The hydrated lime content.
3. Quality Control Program:
- a. The Contractor shall establish, provide, and maintain an effective Quality Control (QC) Program. The QC Program shall detail the methods and procedures that will be taken to assure that all materials and completed construction conforms to all contract requirements.

- b. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract, the Contractor shall assume full responsibility for placing a pavement course that meets the target field values.
- c. The Contractor shall establish a necessary level of control that will:
 - (1) Adequately provide for the production of acceptable quality materials.
 - (2) Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- d.
 - (1) The Contractor shall develop and submit a copy of their QC Program to the Department. A copy of the QC Program shall be kept on file in the QC lab trailer. This Program shall be updated as needed and submitted annually for review.
 - (2) The Contractor shall not begin any construction or production of materials without an approved QC Program.
- e. The QC Program shall address, as a minimum, the following items:
 - (1) QC organization chart.
 - (2) Inspection requirements.
 - (i) Equipment.
 - (ii) Asphalt concrete production.
 - (iii) Asphalt concrete placement.
 - (3) QC testing plan.
 - (4) Documentation of QC activities.
 - (5) Requirements for corrective action when QC or acceptance criteria are not met.
 - (6) Any additional elements deemed necessary.
 - (7) A list, with the name and manufacturers model number, for all test equipment used during laboratory testing.
 - (8) A description of maintenance and calibration procedures, including the frequency that the procedures are performed.
- f. The QC organization chart shall consist of the following personnel:
 - (1) A Program Administrator:
 - (i) The Program Administrator shall be a full-time employee of the Contractor or a Subcontractor (Consultant) hired by the Contractor.
 - (ii) The Program Administrator shall have a minimum of 5 years' experience in highway construction.
 - (iii) The Program Administrator need not be on the job site at all times but shall have full authority to institute any and all actions necessary for the successful implementation of the QC Program.

- (iv) The Program Administrator's qualifications and training shall be described in the QC Program.
 - (2) Quality Control Technicians:
 - (i) The quality control technicians shall report directly to the Program Administrator and shall perform all sampling and quality control tests as required by the contract.
 - (ii) The QC technicians shall be certified every 5 years by the Department Materials and Research Division.
 - (iii) Certification at an equivalent level by a state or nationally recognized organization may be acceptable.
 - (iv) The QC technician's credentials and training records shall be submitted to the Department.
 - (v) The Contractor may have a non-certified technician working under the direct supervision of a certified technician for no more than one construction season.
 - g.
 - (1) Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the work.
 - (2) QC test results and periodic inspections shall be used to ensure the mix quality and to adjust and control mix proportioning.
- 4. Contractor's Lab Equipment:
 - a. The Contractor shall calibrate and correlate the testing equipment according to the procedures prescribed for the individual tests and conduct tests in conformance with specified testing procedures.
 - b. The Contractor shall have the following equipment (or approved equal) at or near the project location:
 - (1) A gyratory compactor and molds meeting AASHTO criteria.
 - (2) An Asphalt Content Ignition Oven meeting AASHTO criteria.
 - (3) Rice equipment specified in AASHTO T 209, procedure 9.5.1, Weighing in Water. The thermometer being used to measure water temperature will be as specified in T 209.
 - (4) FAA equipment specified in AASHTO T304.
 - (5) To test density of compacted asphaltic concrete, a minimum 6000 gm balance, 0.1 gm resolution, with under body connect and water container large enough to conveniently place specimen in the basket and completely submerge the basket and specimen without touching the sides or bottom is required.
 - (6) QC Laboratory which contain the following:
 - Air conditioner.
 - Dedicated phone.
 - FAX machine or email.
 - Photocopy machine.

Sample storage.

Work table.

Bulletin board.

Running water.

Desk and chair.

Separate power supply.

Incidental spoons, trowels, pans, pails.

- (7) Diamond saw for cutting cores.
- (8) Diamond core drill minimum 3 inch (75 mm).
- (9) Oven, 347°F (175°C) minimum, sensitive plus 5°F (plus 2°C).
- (10) USA Standard Series Sieves for coarse and fine aggregate with appropriate shakers (12 inch (300 mm) recommended).
- (11) Personal Computer capable of running the latest version of Department Superpave software, creating an electronic copy of the data, and printing to a Color Printer.

5. QC Testing Plan:

- a. The testing plan shall provide that the samples be collected in accordance with the Department statistically based procedure of random sampling.
- b. The Contractor may add any tests necessary to adequately control production.
- c. All QC test results shall be reported on the latest version of the Department's provided Superpave software by the Contractor with a copy provided to the Engineer within 1 week after the tests are complete. Daily review by the Engineer shall be allowed. At the completion of the asphalt production, the Contractor shall submit to the Department a final copy of the Superpave test results on electronic recording media (CD, e-mail, flash drive, etc.).
- d. Corrective Action Requirements:
 - (1) The Contractor shall establish and utilize QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.
 - (2) The Contractor's QC Program shall detail how the results of QC inspections and tests will be used to determine the need for corrective action.
 - (3)
 - (i) A clear set of rules to determine when a process is out of control and the type of correction to be taken to regain process control will be provided.
 - (ii) As a minimum, the plan shall address the corrective actions that will be taken when measurements of the following items or conditions relating to the mixture approach the specification limits:

- (I) Plant produced mix gradations at laydown (See gradation tolerances).
- (II) Binder content.
- (III) Air voids.
- (IV) VMA (mix design only).
- (V) VFA (mix design only).
- (VI) FAA AASHTO T 304.
CAA ASTM D 5821.
- (VII) Dust to Binder Ratio.
- (VIII) Density.
- (IX) Contaminates.
- (iii) Corrective actions that will be taken when the following conditions occur:
 - (I) Rutting.
 - (II) Segregation.
 - (III) Surface voids.
 - (IV) Tearing.
 - (V) Irregular surface.
 - (VI) Low Density.

1028.02 -- Material Characteristics

1. The type of PG Binder will be shown in the contract.
2. Recycled Asphalt Pavement:
 - a. The Contractor may submit to the State a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor's specified percentage of Recycled Asphalt Pavement (RAP). The Contractor is responsible for investigating and maintaining the quality and verifying the quantity of the RAP material.
 - b. In recycled asphaltic concrete mixtures, the allowable percent of RAP will be as shown in Table 1028.01.

Table 1028.01

Asphaltic Concrete Type	Percent, RAP	
	Minimum	Maximum
SPS	0	55
SPR	0	55
SPH	0	35

3. Aggregates:
 - a. Aggregates for use in superpave asphaltic concrete shall be tested on an individual basis.

- b. With the exception of Asphaltic Concrete Type SPS the blended mineral aggregate shall not contain more than 80% limestone on the final surface lift of asphaltic concrete.
- c. Asphaltic Concrete Type SPR may contain a total maximum of 10% of the virgin material that is composed of natural, uncrushed aggregate by manmade methods commonly known as but not limited to: 47B gravel, 2A gravel, gravel surfacing, sluice sand, blow sand, waste sand, fill sand, road gravel, roofing gravel, hot mix sand or gravel, coarse sand, fine sand, plaster sand, masonry sand, pit run sand or gravel. For clarification on any proposed gravel, contact the Department Flexible Pavements Engineer.
- d. Chat or coal sand will not be allowed in any mix.
- e. Crushed rock material for use in asphaltic concrete, 1/4 inch (6.35 mm) and smaller, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12% by mass at the end of 5 cycles. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- f. Quartzite and granite shall conform to the requirements of Subsection 1033.02, Paragraph 4, a. (8). Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- g. Crushed rock (Limestone) and Dolomite shall conform to the requirements of Paragraph 4.a. (4), (5) and (6). of Subsection 1033.02 of the Standard Specifications. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- h. Soundness tests shall not be required for fine sand.
- i. Once the satisfactory quality of aggregates from a source has been established, sufficient additional soundness tests will be performed to insure the continued satisfactory quality of the material, as determined by the Materials Sampling Guide
- j. Aggregate consensus properties may be performed on material prior to the application of hydrated lime.
- k. The coarse aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.02. If the coarse portion of the blend is all ledge rock the CAA tests may be waived.

**Table 1028.02
Coarse Aggregate Angularity
(ASTM D 5821)**

Asphaltic Concrete Type	CAA (minimum)
SPS	--
SPR	83
SPH	95/90*

* Denotes two faced crushed requirements

- l. The fine aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.03.
- m. The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be determined on a washed combined aggregate sample of the material passing the No. 8 (2.36 mm) sieve and retained on the No. 100 (150 μ m) sieve. The Contractor will determine the specific gravity to be used in the calculation of FAA mixture design value(s) and, if verified by the Department Aggregate Laboratory, this same value can be used throughout production. The verification value determined by the Department Aggregate Laboratory will be on a combined aggregate sample supplied by the Contractor that is representative of the material proposed or being used during production. The specific gravity to be used throughout production to calculate FAA values will be the Contractor's verified value or the Department determined value (whenever verification is not made) and will be noted on the Mix Design. Changes in aggregate percentages during production may require determination of a revised specific gravity for FAA.

**Table 1028.03
Fine Aggregate Angularity
(AASHTO T304 Method A)**

Asphaltic Concrete Type	FAA (minimum)
SPS	--
SPR	43.0
SPH	45.0

- n. The coarse aggregate shall not contain flat and elongated particles exceeding the maximum value for the appropriate asphaltic concrete type category shown in these provisions according to Table 1028.04.

**Table 1028.04
Flat and Elongated Particles*
(ASTM D 4791)**

Asphaltic Concrete Type	Percent, Maximum
SPS	25
SPR	10
SPH	10

*Criterion based on a 5:1 maximum to minimum ratio.

- o. The sand equivalent of the blended aggregate material from the fine and coarse aggregates shall meet or exceed the minimum values for the appropriate asphaltic concrete type shown in these provisions according to Table 1028.05.

**Table 1028.05
Sand Equivalent Criteria
(AASHTO T 176)**

Asphaltic Concrete Type	Sand Equivalent, Minimum
SPS	30
SPR	45
SPH	45

- p. Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75 μ m) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be within 0.70 and 1.70.
- q. The blended aggregate shall conform to the gradation requirements specified in Table 1028.06 and Table 1028.07 for the appropriate nominal size.

**Table 1028.06
Gradation Control Points for 0.75 Inch (19 mm) and 0.5 Inch (12.5 mm) Nominal Size**

English Sieve (Metric)	0.75 Inch (19 mm) Control Points (percent passing)		0.5 Inch (12.5 mm) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum
1 inch (25 mm)	100.0			
3/4 inch (19 mm)	90.0	100.0	100.0	
1/2 inch (12.5 mm)		90.0	90.0	100.0
3/8 inch (9.5 mm)				90.0
No. 8 (2.36 mm)	23.0	49.0	28.0	58.0
No. 16 (1.18 mm)				
No. 30 (600 μ m)				
No. 50 (300 μ m)				
No. 200 (75 μ m)	2.0	8.0	2.0	10.0

**Table 1028.07
Gradation Control Points for 0.375 Inch (9.5 mm) Nominal Size and SPR**

English Sieve (Metric)	0.375 Inch (9.5 mm) Control Points (percent passing)		SPR Control Points (percent passing)		SPR (Fine) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
3/4 inch (19 mm)			98.0	100.0		
1/2 inch (12.5 mm)	100.0					
3/8 inch (9.5 mm)	90.0	100.0	81.0	89.0	81.0	96.0
No. 4 (4.75 mm)		90.0				
No. 8 (2.36 mm)	32.0	67.0	46.0	56.0	46.0	56.0
No. 16 (1.18 mm)						
No. 30 (600 μ m)						
No. 50 (300 μ m)			12.0	21.0	12.0	21.0
No. 200 (75 μ m)	2.0	10.0	4.0	9.0	4.0	9.0

- r. The combined mineral aggregate for Asphaltic Concrete, Type SPS, shall be an aggregate or a combination of aggregates, and mineral filler if needed, that conforms to the gradation requirements specified in Table 1028.08.

**Table 1028.08
Gradation Control Points for Type SPS**

English Sieve (Metric)	Control Points (percent passing)	
	Minimum	Maximum
1 inch (25 mm)	100.0	
¾ inch (19 mm)	94.0	100.0
½ inch (12.5 mm)	81.0	100.0
No. 4 (4.75 mm)	70.0	90.0
No. 8 (2.36 mm)	42.0	70.0
No. 16 (1.18 mm)	29.0	43.0
No. 30 (600 µm)	19.0	34.0
No. 50 (300 µm)	11.0	20.0
No. 200 (75 µm)	2.0	10.0

- s. Mineral filler shall consist of pulverized soil, pulverized crushed rock, broken stone, gravel, sand-gravel, sand or a mixture of these materials that conforms to the requirements in Table 1028.09.

**Table 1028.09
Mineral Filler for Type SPS**

	Min.	Max.
Total Percent Passing the No. 50 (300 µm) Sieve	95	100
Total Percent Passing the No. 200 (75 µm) Sieve	80	100
Plasticity Index (material passing the No. 200 (75 µm) Sieve, except soil)	0	3
Plasticity Index for Soil	0	6

1028.03 -- Acceptance Requirements

1. Mix Criteria:
 - a. The target value for the air voids of the SPH Asphaltic Concrete shall be 4% ($\pm 1\%$) at the Ndes number of gyrations. For Type SPS Asphaltic Concrete the air voids at Ndes shall be a minimum of 1.5% with a maximum of 5.0%. For Type SPR Asphaltic Concrete the air voids shall be 3% ($\pm 1\%$) at the Ndes number of gyrations.
 - b. The design criteria for each mixture shall be determined from Tables 1028.10, 1028.11, and 1028.12.

Table 1028.10
Gyratory Compaction Effort
(Average Design High Air Temperature <39 degrees C)

Asphaltic Concrete Type	Nini	Ndes	Nmax
SPS	6	40	62
SPR	7	65	100
SPH	8	95	150

Table 1028.11
Gyratory Compaction Temperatures

Mix Type	% RAP	Compaction Temp °F
SPS	0-25	270 ± 5
	26-50	280 ± 5
SPR	0-35	280 ± 5
	36-50	290 ± 5
SPH	0-35	300 ± 5

Table 1028.12
Minimum Binder Content

Mix Type (Metric)	Minimum Binder Content, Percent
SPS	4.8
SPR	5.0
3/8 inch (9.5 mm)	5.5
1/2 inch (12.5 mm)	5.1
3/4 inch (19 mm)	5.0

- c. During production of Lot #1 and randomly selected lots thereafter, the Contractor shall provide to the Department 6 properly prepared gyratory samples for AASHTO T 283 testing for all mixtures except Asphaltic Concrete Type SPS. Superpave mixtures shall contain 1.25% hydrated lime as specified in the Special Provision "Hydrated Lime for Asphaltic Mixtures". Each Superpave mixture shall be tested for moisture sensitivity in accordance with AASHTO T 283. The 6 inch (150 mm) specimens shall be compacted in accordance with AASHTO T 312 to 7% ($\pm 0.5\%$) air voids at 95 mm in height and evaluated to determine the Tensile Strength Ratio (TSR).
- d. During production of Lot #1, the Contractor shall provide to the Department two 75mm gyratory puck samples at 4.0% voids ($\pm 0.5\%$) for APA testing for all mixtures except Asphaltic Concrete Type SPS.

2. The Contractor shall make Mix adjustments when:
 - a. The mix does not meet the current approved JMF or any other requirements of the contract.
 - b. Surface voids create a surface or texture that does not meet the criteria of Sections 502 and 503 in these Standard Specifications.
 - c. Rutting occurs.
3. The Contractor shall inform the Engineer when changes in mixture properties or materials used occur for any reason. Changes such as, but not limited to, types or sources of aggregates or changes in grades, sources, properties or modification procedures (if modified) of PG Binders. The Department may require a new job mix formula, mix design and moisture sensitivity test. The new proposed job mix formula shall be in accordance with the requirements as stated above.
4. Mix adjustments at the plant are authorized within the limits shown in Table 1028.13 as follows:
 - a. The adjustment must produce a mix with the percent air voids and all other properties as stated in these specifications.
 - b. All adjustments must be reported to the Engineer.
 - c. The adjustment values in Table 1028.13 will be the tolerances allowed for adjustments from the Department verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments, but cannot deviate from Superpave gradation criteria. Mix adjustments for individual aggregates, including RAP, greater than 25% of the original verified mix design proportion or greater than 5% change in the original verified mix design percentage, whichever is greater, may require the Contractor to submit a new mix design, as determined by the Engineer. The Contractor is responsible for requesting new mix design targets as they approach these tolerances, failure to do so may result in a suspension of operations until a new mix design is approved.

Table 1028.13

Aggregate Adjustments	
Sieve Size	Adjustments
1 inch (25 mm), 3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (4.75 mm)	± 6%
No. 8 (2.36 mm), No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	± 5%
No. 200 (75 µm)	± 2%

5. Sampling and Testing:
- a. The Contractor shall take samples at frequencies identified by the Engineer, according to the Department statistically based procedure. The samples shall be approximately 75 lbs (34 kg) and split according to AASHTO T-248 to create a companion sample. This sample splitting can be either at: 1) the sampling location, with the Department taking custody of their sample at that time or 2) after being transported to the test facility in an insulated container, with the Department taking custody of their sample at that time as determined by the Engineer. The details of sampling, location, splitting etc. shall be determined at the pre-construction conference.
 - b. All samples transported to the test facility and companion samples within the Lot shall be identified by attaching or faxing the lab calculation sheet from the latest version of the superpave software, stored, and retained by the Contractor until the Department has completed the verification testing process. Transporting of all samples will be under the observation of Department.
 - c.
 - (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow. For SPS mixes, the Contractor has the option to obtain the samples directly at the plant.
 - (2) At least one QC sample shall be tested for every 750 tons (680 Mg) of plant produced mix.
 - (i) If, at the completion of the project, the final lot consists of less than 3,750 tons (3,400 Mg) of asphaltic concrete, 1 sample for each 750 tons (680 Mg) or fraction thereof, shall be taken and tested.
 - (3) Additional sampling and testing for the Contractor's information and quality control may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
 - (4)
 - (i) When cold feed samples are being taken, the acquisition shall be timed such that the material in the sample represents, as close as possible, the same material in the sample taken behind the paver. If cold feeds are sampled and tested by Contractor, a split of that sample must be submitted with the hot mix subplot sample. The Contractor will be notified what subplot (a minimum of 1 subplot per lot) sample must be tested for FAA and CAA from the blended cold feed material according to the Department random sampling schedule. All other FAA and CAA subplot samples may be taken from the randomly selected portion of the blended cold feed material or obtained from the random samples taken behind the paver. Samples shall be taken under the observation of Department and split according to AASHTO T-248, with the Department taking custody of their sample at that time.
 - (ii) For projects using RAP material the FAA shall be established as follows: a RAP sample will be processed through an ignition oven and then combined with the proportioned amount of virgin

aggregate defined by the mix design and then proceeding with FAA and CAA testing.

- d. The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).
- e. Each production sample shall be tested as follows:
 - (1) Bulk Specific Gravity (Gmb) shall be determined for each specimen in accordance with AASHTO T 166 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens. One specimen shall be compacted for each production sample.
 - (2) One Theoretical Maximum Specific Gravity (Gmm) test for each production sample of uncompacted mixture shall be determined in accordance with AASTHO T 209 procedure 9.5.1. Weight in water - Maximum Specific Gravity of Bituminous Paving Mixtures.
 - (3)
 - (i) The Blended Aggregate Bulk Specific Gravity (Gsb) shall be 2.585 for information only for all mixes.
 - (ii) FAA - AASHTO T 304 Method A. The pour time of the test sample into the funnel shall be completed in 5±1 seconds.
 - (iii) CAA - ASTM 5821. For SPR mixes, CAA testing and results are only required on the cold feed verification test for the lot.
 - (4) The laboratory air voids shall be determined in accordance with the following:

Table 1028.14

$Gmb(corr)@Nany = Gmb(meas)@Nmax \times (height@Nmax \div height@Nany)$ $\%Gmm(corr)@Nany = 100 \times (Gmb(corr)@Nany \div Gmm(meas))$ $\% Air Voids@Nany = 100 - \%Gmm(corr)@Nany$ $VMA@Ndes = 100 - (Gmb(corr)@Ndes \times Ps \div Gsb)$ $VFA@Ndes = 100 \times ((VMA@Ndes - \% Air Voids@Ndes) \div VMA@Ndes)$ Measured = (meas) Corrected = (corr)
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- (5)
 - (i) The percent of PG Binder shall be determined for each QC test. The percent of PG Binder will be computed by ignition oven results. A correction factor of 0.3% will be added to the ignition oven results for mixes containing hydrated lime.
 - (ii) The gradations shall be determined for each QC test using AASHTO T 30.
- (6) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the Department Materials Sampling Guide and Standard Method of Tests.

- f. Testing Documentation:
 - (1) All test results and calculations shall be recorded and documented on data sheets using the latest version of Department provided "Superpave" software. A copy containing complete project documentation will be provided to the Department at the completion of asphalt production.
- g. Superpave Software:
 - (1) QC charts from the software shall be made available for review by the Engineer at any time.
 - (2) As a minimum, the following values shall be reported on Department provided software:
 - (i) Laboratory Gyratory density.
 - (ii) Ignition oven or cold feed aggregate gradations for all Superpave sieves will be reported.
 - (iii) PG Binder content shall be plotted to the nearest 0.01% by ignition oven results in accordance with AASHTO T 308.
 - (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001% will be reported.
 - (v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1%. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1%.
 - (vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1% for FAA and 1% for CAA. A minimum of one subplot FAA and CAA cold feed sample per lot will be tested and recorded on Department provided software.
 - (vii) VMA content shall be plotted to nearest 0.1% and VFA shall be reported to the nearest 0.1%.
 - (viii) Dust to Binder ratio to the nearest 0.01 will be reported.
- 6. Verification Sampling and Testing:
 - a. The Department will select and test at random one of the subplot samples (750 tons, 680 Mg) within a Lot (3750 tons, 3400 Mg) for verification and report results.

- b. The results of Contractor QC testing will be verified by the Department's verification tests. Any samples outside of the tolerances in Table 1028.15 and 1028.16 will result in an Independent Assurance (IA) review of testing and may result in the Department test results being applied.
- (1) On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.0% air voids, the Air Void verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factors. If the Air Void verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
 - (2) On any given Lot, if the results of the FAA verification testing and its companion QC testing are within 0.5 percent, the FAA verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factor. If the FAA verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
- c. When verification tests are within testing tolerance but results show a consistent pattern of deviation from the QC results, the Engineer may cease production and/or request additional verification testing or initiate a complete IA review.

**Table 1028.15
Asphaltic Concrete Testing Tolerances**

Test	Tolerance
Asphalt Content by Ignition Oven	0.5%
Gyratory Density	0.020
Maximum Specific Gravity	0.015
Bulk Dry Specific Gravity (Gsb)	0.020
FAA	0.5%
CAA	10%
Field Core Density	0.020
Air Voids	1.0%

**Table 1028.16
Blended Aggregate Gradation
Testing Tolerances**

Sieve Size	Tolerance
3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (12.5 mm), No. 8 (2.36 mm)	5%
No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	4%
No. 200 (75 µm)	2%

- d. Independent Assurance (IA) Review of Testing:
 - (1) The Contractor shall allow the Department personnel access to their laboratory to conduct IA review of technician testing procedures and apparatus. Any deficiencies discovered in testing procedures will be reported by the department and corrected by the Contractor.
 - (2) During IA review, the Department personnel and the Contractor will split a sample for the purpose of IA testing. The samples selected will be tested in the Department Branch Laboratory. Any IA test results found to be outside of defined testing tolerances above will be reported. The Contractor shall verify the testing apparatus and make corrections if the apparatus is out of tolerance.
 - (3) See Section 28 of the Materials Sample Guide for more information on IA testing.
- e. If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Department will be asked to resolve the dispute, which will be final. It is the Contractor's responsibility to obtain a large enough sample size for any referee testing (a total sample size of 6000 grams, to be retained by the Department after splitting, is recommended for FAA testing). All dispute resolutions will be in accordance with the Quality Assurance Program requirements in the NDOR Materials Sampling Guide.

7. Production Tolerances, Acceptance, and Pay Factors

**Table 1028.17
Production Tolerances***

<i>Test</i>	<i>Allowable Deviation from Specification</i>
<i>Dust to Asphalt Ratio</i>	None
<i>Coarse Aggregate Angularity</i>	- 5% below Min.
<i>Fine Aggregate Angularity for SPR Only</i>	- 0.2% below Min. for cold feed - 0.5% below Min. for ignition oven
<i>Fine Aggregate Angularity for all other mixes</i>	- 0.5% below Min. for cold feed - 1.0% below Min. for ignition oven
Minimum Binder Content	None

* These tolerances are applied to the mix design specification values, not the submitted mix design targets.

- a. The Contractor shall notify the Engineer whenever a test result approaches the Specification limits.
- b. When any single test result for FAA testing falls outside the allowable production tolerances in Table 1028.17, the material represented by this test will be accepted with a 20% penalty or rejected, as determined by the Engineer. For all other tests, when any single test result, on the same mix property, from two consecutive QC samples fall outside the allowable production tolerances in Table 1028.17, the material represented by

these tests will be accepted with a 20% penalty or rejected, as determined by the Engineer.

- c. The Contractor shall assume the responsibility to cease operations when specifications are not being met.
- d. Acceptance and pay factors for Asphaltic Concrete Type SPS will be based on compacted in place average density and joint density.
- e. For each subplot of Asphaltic Concrete Type SPS, SPR and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type _____". Included in a subplot, following approval of the control strips, may be any roadway Asphaltic Concrete Type SPS, SPR or SPH which is produced and approved by the Engineer and including material used for Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type _____ unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots.
 - (1) When there is a production tolerance pay factor penalty as stated in Paragraph 7.b. subsection 1028.03 this penalty percentage will be entered in the Superpave Asphalt Pay Factor Summary under production specifications for each subplot affected. These individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(750 tons) (680 Mg)].
- f. The pay factors for the single test air voids and moving average of four air voids pay factors will be determined in accordance with Table 1028.18.

Table 1028.18
Acceptance Schedule
Air Voids - N_{des}

Air voids test results for Asphaltic Concrete Type SPR	Air voids test results for SPH Asphaltic Concrete	Pay Factor	
		Moving average of four	Single test
Less than 0.5%	Less than 1.5%	50% or Reject	50% or Reject
0.5% to 0.9%	1.5% to 1.9%	50% or Reject	50%
1.0% to 1.4%	2.0% to 2.4%	50% or Reject	95%
1.5% to 1.9%	2.5% to 2.9%	90%	95%
2.0% to 2.4%	3.0% to 3.4%	100%	100%
2.5% to 3.5%	3.5% to 4.5%	102%	104%
3.6% to 4.0%	4.6% to 5.0%	100%	100%
4.1% to 4.5%	5.1% to 5.5%	95%	95%
4.6% to 5.0%	5.6% to 6.0%	90%	95%
5.1% to 5.5%	6.1% to 6.5%	50% or Reject	90%
5.6% to 6.0%	6.6% to 7.0%	50% or Reject	50%
6.1% and over	7.1% and over	50% or Reject	50% or Reject

8. Asphalt Concrete Density Samples:

- a. The Contractor shall perform density tests under direct observation of Department personnel. The Contractor shall establish the method of testing in the preconstruction conference and shall test in accordance with the AASHTO T 166, NDR T 587, or as otherwise described in these Special Provisions. The Contractor shall insure that the proper adjustment bias and/or correction factors are used and accessible to Department personnel along with all other inputs when NDR T 587 is selected. All correlation factors and test results shall be generated and reported on the Department Density spreadsheet. When AASHTO T 166 is being used, the Department will observe the Contractor taking, transporting, and testing the cores. The Department will take immediate custody of the cores at the completion of the testing. All disputed values determined using NDR T 587 will be resolved using AASHTO T 166.
- b. The Contractor shall determine the density of samples by comparing the specific gravity of the core sample to the Maximum Specific Gravity (Rice) as follows:

$$\% \text{ Density} = \frac{\text{Specific Gravity of Core}}{\text{Maximum Mix Specific Gravity Rice}} \times 100$$

where:

$$\text{Sp. Gr. of Core} = \frac{\text{Wt. of Core in Air}}{\text{Wt. of SSD Core} - \text{Wt. of Core in Water}}$$

$$\text{Maximum Mix Specific Gravity (Rice)} = \frac{\text{Wt. of Mix in Air}}{\text{Wt. of Mix in Air} - \text{Wt. of Mix in Water}}$$

Note: The individual QC test value of the Maximum Mix Specific Gravity (Rice), determined by AASHTO T 209, will be used to calculate the density of each corresponding core.

- c. The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75mm) diameter.
- d. Normally, 1 sample for determination of density will be taken from each subplot (750 tons) (680 Mg) at locations determined by the Engineer.
- e. The average density of the lot shall be used to compute the pay factor for density. Exceptions to the sampling and testing of core samples for the determination of density are as follows:
- (1) When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
 - (2) When the average thickness of the 5 cores for a lot is 1 inch (25 mm) or less, the testing of density samples for this lot will be waived.
 - (3) When the nominal layer thickness and the average of the original 5 cores for a lot are both more than 1 inch (25 mm), but some of the cores are less than 1 inch (25 mm) thick, additional cores shall be cut at randomly selected locations to provide 5 samples of more than 1 inch (25 mm) thickness for the determination of the pay factor for density.

- f. (1) If, at the completion of the project, the final lot consists of less than 3,750 tons (3400 Mg) of asphaltic concrete, a minimum of 3 samples, or 1 sample for each 750 tons (680 Mg) or fraction thereof, whichever is greater, shall be taken and tested for density.
- (2) The test results shall be averaged and the density pay factor based on the values shown in Table 1028.19.
- (3) Should the average of less than 5 density tests indicate a pay factor less than 1.00, additional density samples to complete the set of five shall be taken at randomly selected locations and the density pay factor based on the average of the 5 tests.

Table 1028.19

Acceptance Schedule Density of Compacted Asphaltic Concrete	
Average Density (5 Samples, Percent of Voidless Density)	Pay Factor
Greater than 92.4	1.00
Greater than 91.9 to 92.4	0.95
Greater than 91.4 to 91.9	0.90
Greater than 90.9 to 91.4	0.85
Greater than 90.4 to 90.9	0.80
Greater than 89.9 to 90.4	0.70
89.9 or Less	0.40 or Reject

- g. If requested by the Contractor, check tests for all density tests in the original set, taken no later than the working day following the receipt of all test results for the lot, will be allowed in lots with a density pay factor of less than 1.00. No re-rolling will be allowed in these lots. Locations for checks tests will be provided by the Engineer from the Random Sampling Schedule. The average density obtained by the check tests shall be used to establish the density pay factor for the lot.
- h. The location of density samples are identified by the Random Sampling Schedule. When the random location is noted as zero or the lane width (i.e., zero or 12 ft. on a 12-foot lane), the core shall be cut with the outer edge of the core barrel no greater than 4 inches away (laterally) from the edge of the top of the mat for an unconfined edge or from the edge of the top of the hot mat (joint) for a confined edge. If using a nuclear gauge, the 4 inches would be measured to the edge of the gauge base. The percent density value at these edge-of-lane locations shall be adjusted upward by 2.5%, but to a value of no greater than 92.5%, and the resultant value used in determining the density pay factor. No initial value of 92.5 or greater shall be adjusted.

WARM MIX ASPHALT (J-7-1013)

The Contractor has the option to use Warm Mix Asphalt (WMA) meeting the following requirements.

1. Warm Mix Asphalt (WMA)

Warm Mix Asphalt mixtures shall follow the requirements of Superpave Asphaltic Concrete and all other applicable sections with the following exceptions:

- a. The Contractor shall request the use of a WMA additive in writing when submitting the Job Mix Formula. The requested additive shall be an approved Level I or II production product or combination thereof. The manufacturer's recommended additive rates, specifications, and all other pertinent information shall be included in the requests. All requests must be approved by the Flexible Pavements Engineer prior to their use.
- b. Level I Production
 - (1) Level I WMA additives are as follows: water injection devices.
 - (2) Hydrated Lime at 1.25% by weight of virgin aggregate is required for all mixtures.
 - (3) The allowable drop in temperature shall be a maximum of 40°F below the producer's recommended production temperature for Hot Mix Asphalt (HMA), or less as required during production to achieve proper laydown and compaction properties. Plant production temperatures shall not drop below 230°F.
- c. Level II Production
 - (1) Level II WMA additives are as follows: Advera, Evotherm (DAT, ET, 3G), AkzoNobel Rediset LQ-1102C, and Sasobit.
 - (2) For amine based WMA additives, 25% of the additive must be considered an amine based anti-striping agent. Amine based WMA additives with anti-striping agents shall be terminal blended by the binder supplier or a system approved by the Flexible Pavements Engineer for application at the plant. For all other warm mix technologies hydrated lime shall be added at a minimum rate of 1.25% by weight of virgin aggregate, including the weight of limestone. Hydrated Lime shall not be used on Level II WMA mixtures when the WMA additive is an Amine based additive or when the Amine WMA additives are used in combination with Level I water injection. The minimum rate for amine based WMA additives shall be 0.7%. The dosage rate of anti-strip shall not exceed manufacturer's recommendations.
 - (3) The drop in temperature shall be a maximum of 90°F from the producer's recommended production temperature for HMA. Plant production temperatures shall not drop below 215°F.

- d. Other WMA additives shall not be used unless otherwise approved by the Flexible Pavements Engineer.
- e. WMA additives may be used in combination by approval of the Flexible Pavements Engineer.
- f. Asphalt mixes shall be tested for TSR on the first lot of production and then on randomly selected lots thereafter.
- g. Field samples shall be heated and compacted using the following table unless otherwise approved by the Flexible Pavements Engineer.

Gyratory Compaction Temperatures

Mix Type	% Rap	Compaction Temp °F
SPS	0-25	270 ± 5
	26-50	280 ± 5
SPR	0-35	280 ± 5
	36-50	290 ± 5
SPH	0-35	300 ± 5

- h. NDOR may suspend or eliminate the use of WMA on a project if any of the following conditions occur: rutting, segregation, surface voids, tearing, irregular surface, low density, raveling, stripping, or if pavement does not meet any other design criteria.
2. Warm Mix Asphalt (WMA) additives will be measured and paid for directly by the unit of each for the item “Hydrated Lime/Warm Mix Asphalt” for each ton of hot mix asphalt produced.

**ASPHALT DENSITY GAUGE
(J-7-1013)**

Description

An Asphalt Density Gauge may be used for Quality Control when determining the in-place density of asphaltic concrete.

Material Requirements

The device must be approved by the Flexible Pavements Engineer.

Testing Method

1. The Contractor shall establish the method of testing in the preconstruction conference. All testing shall be in accordance with AASHTO T-343 and as directed in this provision.
2. The first 3 density locations of the project shall be cored in accordance with AASHTO T166 to calibrate the asphalt density gauge. Prior to coring, the Contractor shall calibrate the device at each core location.
3. Calibration: A correction factor shall be established for the first 3 cores by calculating the difference between the average density measurement of the asphalt density gauge and the roadway core density. This correction factor shall be entered into the device and used for measuring subsequent densities. The correction factor shall be verified with another core for every 15 density readings that are to be recorded.
4. Density Reading Procedure: Place the asphalt density gauge on the asphalt mat over the area to be tested. Record the density reading, and repeat this process for a total of 5 readings, as detailed in Figure 1. An average of the 5 readings will be used as the density reading for each location. For densities taken less than 6 inches from the edge of the lift, density readings shall be taken as shown in Figure 2. The span between density reading locations in each direction shall be no greater than 12".

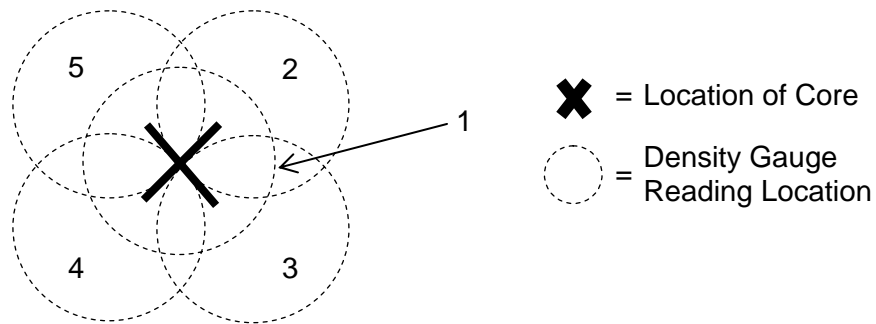


Figure 1: Asphalt density gauge reading pattern

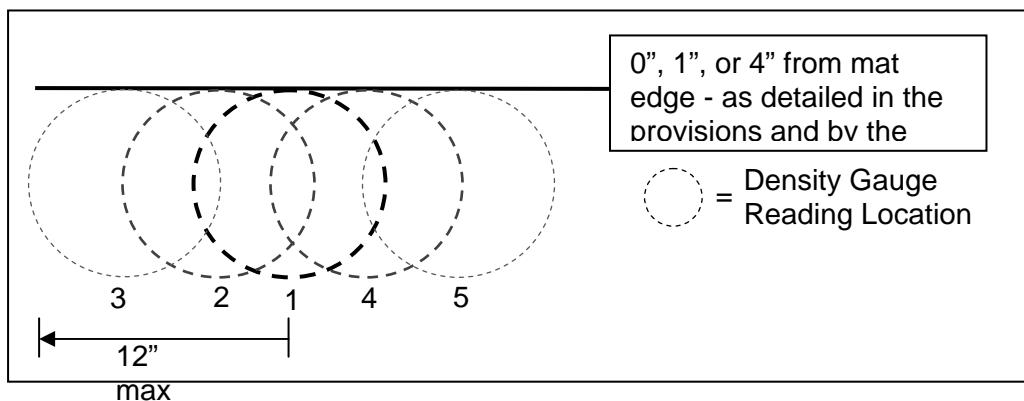


Figure 2: Asphalt density gauge reading pattern less than 6" from mat edge

5. If any density measured by the asphalt density gauge is below 90%, a density core shall be cut at that location and used for density measurement for that subplot. Density readings below 90% shall not be used to calculate a correction factor. All disputed values determined using the asphalt density gauge will be resolved using AASHTO T 166.

ASPHALTIC CONCRETE LONGITUDINAL JOINT DENSITY TESTING (J-7-1013)

Description

One sample for determination of joint density will be taken randomly from each lot. This joint density sample stands independent of the required standard density per subplot used for determining the average of 5 density pay factor.

Equipment

Testing shall be conducted in accordance with the AASHTO T 166, NDR T 587, or an approved Asphalt Density Gauge. The Contractor shall insure that the proper adjustment bias and/or correction factors are used and accessible to Department personnel, along with all other inputs when NDR T 587 or the Asphalt Density Gauge is selected. All correlation factors and test results shall be generated and reported on the Department Density spreadsheets.

Testing

1. The Contractor shall establish the method of testing in the preconstruction conference.
2. One sample for determination of joint density will be taken randomly from each lot, as determined by the Engineer. The location of the edge density samples are identified by the Random Sampling Schedule.
3. The joint density core shall be cut 1 inch away (laterally) from the identified edge of the top of the mat.
4. The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75mm) diameter.
5. The Department will observe the Contractor taking, transporting, and testing the cores (as applicable). The Department will take immediate custody of the cores at the completion of the testing. All disputed values determined using NDR T 587 or the Asphalt Density Gauge will be resolved using AASHTO T166.

6. The Contractor shall determine the density of samples by comparing the specific gravity of the core sample to the Maximum Specific Gravity (Rice) as follows:

$$\% \text{ Density} = \frac{\text{Specific Gravity of Core}}{\text{Maximum Mix Specific Gravity Rice}} \times 100$$

where:

$$\text{Sp. Gr. of Core} = \frac{\text{Wt. of Core in Air}}{\text{Wt. of SSD Core} - \text{Wt. of Core in Water}}$$

$$\text{Maximum Mix Specific Gravity} = (\text{Rice}) \frac{\text{Wt. of Mix in Air}}{\text{Wt. of Mix in Air} - \text{Wt. of Mix in Water}}$$

Note: The individual QC test value of the Maximum Mix Specific Gravity (Rice), determined by AASHTO T 209, will be used to calculate the density of each corresponding core.

7. Exceptions to the sampling and testing of joint density core samples for the determination of density are as follows:
- a. When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
 - b. When the average thickness for the standard lot is 1 inch (25 mm) or less, the testing of joint density samples for this lot will be waived.
8. If requested by the Contractor, a re-test for the original joint density test, taken no later than the working day following the receipt of the test result, will be allowed. Locations of re-tests will be provided by the Engineer from the Random Sampling Schedule. The density obtained by the re-test shall be used to establish the density pay factor for the lot.

Method of Measurement

All work related to the Asphaltic Concrete Longitudinal Joint Density Sample will not be measured and paid for but will be subsidiary to the associated asphaltic concrete.

Basis of Payment

1. The pay factor shall be computed according to the following table:

Joint Density Test Lot Pay Factor			
Joint Density	SPS	SPR	SPH
93.0 or greater	102%	102%	102%
92.0 to 92.9	100%	102%	102%
91.0 to 91.9	98%	100%	102%
90.0 to 90.9	98%	98%	100%
89.0 to 89.9	98%	98%	98%
88.9 or Less	98%	98%	98%

2. The pay factor will be incorporated in the production specs calculation in the Superpave Software. Any incentive or disincentive will be added or subtracted to the pay factor after any other applicable production tolerances pay factors have been incorporated. The pay factor will apply to the entire lot.

INCENTIVE PAYMENT FOR THE USE OF RECYCLED ASPHALTIC PAVEMENT (RAP) FOR ASPHALTIC MIXTURES

General

This specification establishes a standard method for paying an incentive to use Recycled Asphaltic Pavement (RAP) in asphalt mixture types: SPH, SPS, SPR, SLX and LC. The intent of this specification is to provide an incentive for incorporating as much RAP into the asphalt mixtures as allowed by the respective mixture's specification.

Method of Measurement

1. The RAP Incentive Payment shall be based on the actual total of asphalt production for the entire project. A RAP Incentive Payment shall be calculated for each eligible asphaltic concrete type.
2. The following formula will be used to calculate the "RAP Incentive Factor".

$$\text{RAP Incentive Factor} = [(A-B) \div 100] \times C \times D$$

Where:

- A = State's Established Percent Binder – based on gradation band.
- B = Actual Percentage of Binder – added to asphaltic mixture.
- C = Unit Bid price of Binder
- D = RAP Pay Factor

3. The State's established percent binder values ('A' values) are as follows:

Asphaltic Concrete Types	'A' Value
SPH having 0.500-inch grading band	5.2% Binder
SPS, SPL, SPR and SPR (Fine)	5.2% Binder
SLX	5.5% Binder
SPH having 0.375-inch grading band	5.8% Binder
LC	6.2% Binder

Incentive payments will be made for only the mix types list in this table.

4. The actual percentage of binder added to the particular asphaltic mixture ('B' value) shall be calculated as follows:

$$B = (\text{Actual Pay Tons of Binder} \div \text{Actual Pay Tons of Asphaltic Concrete}) \times 100$$

5. The Unit Bid Price of Binder ('C' value) is the established contract price for the performance graded binder type used to produce the mix for which the incentive is being calculated.

The mat cannot exhibit any visual defects or cold spots from RAP conglomeration.

- c. The mix shall contain a minimum of 20% Crushed Rock Chips (with a minimum of 45% retained on the #4 sieve and a maximum of 5% passing the #200 sieve).
- d. The Asphaltic Concrete shall have a minimum Fine Aggregate Angularity (FAA) of 43.0 on the combined aggregate blend. There is no requirement for Coarse Aggregate Angularity (CAA).
- e. Asphaltic Concrete Type SLX shall use the gradation band listed below.

Gradation Control Points for Type SLX

English Sieve (Metric)	Control Points (percent passing)	
	Minimum	Maximum
1/2 inch (12.5 mm)	98.0	100.0
3/8 inch (9.5 mm)	93.0	100.0
No. 4 (4.75 mm)	70.0	87.0
No. 8 (2.36 mm)	45.0	65.0
No. 16 (1.18 mm)	25.0	41.0
No. 30 (600 µm)	15.0	31.0
No. 50 (300 µm)	10.0	21.0
No. 100 (150 µm)	---	---
*No. 200 (75 µm)	4.0	10.0

* Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75 µm) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be between 0.70 and 1.70.

2. Design Criteria:

- a. The optimum binder content shall be the binder content that produces 2.0 to 4.0 percent air voids at 50 gyrations, with a minimum content of 5.3%.
- b. The Voids in the Mineral Aggregate (VMA) shall be a minimum of 16% ± 1% (mix design only).

3. Placing and Finishing:

- a. Asphaltic Concrete shall be placed only when the ambient temperature is at least 40°F (4°C) and rising.
- b. The asphaltic concrete temperature shall be 285° F (154°C) or above measured in the truck just prior to placement. Exceptions to this requirement are that the PG Binder Supplier recommended maximum temperature requirement shall not be exceeded.
- c. The Contractor will use steel wheel compactors only. Rubber tire rollers will not be allowed.

4. Asphaltic Concrete Density:

Regardless of layer thickness, Asphaltic Concrete Type SLX will be monitored for density.

An initial rolling pattern test strip shall be completed to determine the rolling pattern that will target a minimum of 92.5% density. The Contractor shall monitor the density through a combination of rolling pattern and field testing as deemed necessary by the Engineer.

Method of Measurement:

For each lot of Asphaltic Concrete Type SLX, the asphaltic concrete shall be paid by the contract unit price for the item "Asphaltic Concrete, Type SLX". The asphaltic concrete unit price is a product of all applicable pay factors excluding density and CAA.

Basis of Payment:

Paragraphs 2.a., 2.b.(1), 2.b.(2) and 2.b.(3) of Subsection 503.06 are void and superseded by the following:

Asphaltic Concrete Type SLX shall be paid per ton (Mg) for the item "Asphaltic Concrete Type SLX".

**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.

* * * * *

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NEBRASKA DEPARTMENT OF ROADS

PAGE: 1
DATE: 03/05/14

SCHEDULE OF ITEMS

CONTRACT ID: MITLOC

PROJECT(S): AFE-A005

CALL ORDER NO. : 110

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 GROUP 9 BITUMINOUS						
0001	0001.08 BARRICADE, TYPE II	2000.000 BDAY	0.50000		1000.00	
0002	0001.10 BARRICADE, TYPE III	100.000 BDAY	.		.	
0003	0001.75 TEMPORARY SIGN DAY	140.000 EACH	.		.	
0004	0001.90 SIGN DAY	1210.000 EACH	.		.	
0005	0002.55 OVERLAY BROKEN LINES	491.000 STA	.		.	
0006	0002.60 OVERLAY SOLID LINES	982.000 STA	.		.	
0007	0003.10 FLAGGING	20.000 DAY	.		.	
0008	0003.20 FURNISHING AND OPERATING PILOT VEHICLE	10.000 DAY	.		.	
0009	0030.90 MOBILIZATION	LUMP		LUMP		
0010	7521.24 24" WHITE PREFORMED PAVEMENT MARKING	36.000 LF	.		.	

NEBRASKA DEPARTMENT OF ROADS

PAGE: 2
DATE: 03/05/14

SCHEDULE OF ITEMS

CONTRACT ID: MITLOC

PROJECT(S): AFE-A005

CALL ORDER NO. : 110

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0011	7530.44 RAILROAD CROSSING SYMBOL PREFORMED PAVEMENT MARKING	1.000 EACH	.		.	
0012	8022.20 HYDRATED LIME/WARM MIX ASPHALT	3760.000 EACH	.		.	
0013	9005.71 ASPHALTIC CONCRETE, TYPE SLX	3560.000 TON	.		.	
0014	9010.49 ASPHALTIC CONCRETE FOR PATCHING, TYPE SLX	200.000 TON	.		.	
0015	9021.13 PERFORMANCE GRADED BINDER (64-34)	157.920 TON	.		.	
0016	9053.00 TACK COAT	9820.000 GAL	.		.	
0017	9110.01 RENTAL OF LOADER, FULLY OPERATED	50.000 HOUR	.		.	
0018	9110.02 RENTAL OF MOTOR GRADER, FULLY OPERATED	50.000 HOUR	.		.	
0019	9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	50.000 HOUR	.		.	
0020	9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	50.000 HOUR	.		.	
0021	9179.23 COLD MILLING, CLASS 3	255.520 STA	.		.	

NEBRASKA DEPARTMENT OF ROADS

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SCHEDULE OF ITEMS

CONTRACT ID: MITLOC

PROJECT(S): AFE-A005

CALL ORDER NO. : 110

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0022	9300.38 RAP INCENTIVE PAYMENT	6392.000 EACH	1.00000		6392.00	
0023	9300.50 ASPHALT PAVEMENT SMOOTHNESS TESTING	LUMP	LUMP		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	