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

NEBRASKA DEPARTMENT OF TRANSPORTATION
LETTING DATE: December 13, 2018

CALL ORDER: 210
CONTROL NO. SEQ. NO.: 22730 000

TENTATIVE START DATE: 07/01/2019
LOCATION: I-480 BRIDGES IN OMAHA
IN COUNTY: DOUGLAS

GROUP 6    BRIDGE AT STA 3+35.43
GROUP 6A   BRIDGE AT 12+68.50
GROUP 6B   BRIDGE AT STA 12+49.75
GROUP 10   GENERAL

CONTRACT ID: 2730X
PROJECT NO.: NH-480-9(8)

CONTRACT TIME: 40 Working Days

BIDDER

SEE SPECIAL PROVISIONS FOR GROUP TIES

NOTES

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

THE NUMBER OF GROUP ________ CONTRACTS WHICH WILL BE
ACCEPTED IN THIS LETTING IS LIMITED TO ________.
NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

Prior to the letting, any questions pertaining to the Special Provisions or the Plans for this project should be submitted to NDOT in a written format through the Bid Express (BidX) website at https://www.bidx.com/ne/lettings. Likewise, NDOT will post answers exclusively to the BidX website. All official answers will be identified as “Authorized by NDOT.” Questions will not be answered verbally.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under.
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment.

Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
Every apprentice must be paid at not less than the rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

10. Certification of eligibility.

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

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


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1.) of this section.

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

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

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

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

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other necessary actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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

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

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

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Goal %</th>
</tr>
</thead>
<tbody>
<tr>
<td>103 Sioux City, IA:</td>
<td></td>
</tr>
<tr>
<td>SMSA Counties:</td>
<td>1.2</td>
</tr>
<tr>
<td>IA Woodbury, NE Dakota</td>
<td>1.9</td>
</tr>
<tr>
<td>Non-SMSA Counties:</td>
<td>1.2</td>
</tr>
<tr>
<td>IA Cherokee, IA Crawford, IA Ida</td>
<td></td>
</tr>
<tr>
<td>IA Monona, IA O'Brien, IA Plymouth</td>
<td></td>
</tr>
<tr>
<td>IA Sioux, NE Antelope, NE Cedar</td>
<td></td>
</tr>
<tr>
<td>NE Cuming, NE Dixon, NE Knox</td>
<td></td>
</tr>
<tr>
<td>NE Madison, NE Pierce, NE Stanton</td>
<td></td>
</tr>
<tr>
<td>NE Thurston, NE Wayne, SD Bon Homme</td>
<td></td>
</tr>
<tr>
<td>SD Clay, SD Union, SD Yankton</td>
<td></td>
</tr>
<tr>
<td>142 Lincoln, NE:</td>
<td></td>
</tr>
<tr>
<td>SMSA Counties:</td>
<td>2.8</td>
</tr>
<tr>
<td>4389 Lincoln, NE</td>
<td></td>
</tr>
<tr>
<td>Non-SMSA Counties:</td>
<td>1.9</td>
</tr>
<tr>
<td>NE Butler, NE Fillmore, NE Gage</td>
<td></td>
</tr>
<tr>
<td>NE Jefferson, NE Johnson, NE Nemaha</td>
<td></td>
</tr>
<tr>
<td>NE Otoe, NE Pawnee, NE Pottawattamie, NE Richardson, NE Saline, NE Seward</td>
<td></td>
</tr>
<tr>
<td>NE Thurston, NE Wayne, SD Bon Homme</td>
<td></td>
</tr>
<tr>
<td>SD Clay, SD Union, SD Yankton</td>
<td></td>
</tr>
</tbody>
</table>

GOALS AND TIMETABLES FOR FEMALE PARTICIPATION IN EACH TRADE

| Timetables | From April 1, 1980 until further notice |

<table>
<thead>
<tr>
<th>Goals</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>145 Scottsbluff, NE:</td>
<td>6.9</td>
</tr>
<tr>
<td>Non-SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>NE Banner, NE Box Butte, NE Cheyenne, NE Dawes, NE Deuel, NE Garden, NE Kimball, NE Morrill, NE Scotts Bluff, NE Sheridan, NE Sioux, WY Goshen</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is by county.

November 3, 1980
1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. "Minority" includes:
      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice, which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its efforts to achieve maximum results from its action. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor’s work force.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the
work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

Supplemental Reporting Requirements

A. The contractor will keep such records as are necessary to determine compliance with the contractor’s equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway agency and the Federal Highway Administration.

C. The Contractor and each covered subcontractor will submit to the State Highway agency, for the month of July, for the duration of the project, a report (Form PR-1391 “Federal-aid Highway Construction Contractors Annual EEO Report”), indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. If on-the-job training is being required by “Standard Federal Equal Employment Opportunity Specifications” the contractor will be required to furnish (Form FHWA 1409) “Federal-aid Highway Construction Contractor’s Semi-Annual Training Report”.

Equal Employment Opportunity Policy

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

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

November 3, 1980
General Decision Number: NE180028 01/05/2018  NE28

Superseded General Decision Number: NE20170028

State: Nebraska

Construction Type: Highway

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

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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**LINE CONSTRUCTION**

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**ENGI0571-006 01/01/2013**

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SUNE2011-024 08/29/2011

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they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-------------------------------------------------------------------

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

   Wage and Hour Administrator  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

   The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

   Administrative Review Board  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

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

================================================================
END OF GENERAL DECISION

NOTICE TO BIDDERS  
(1-50-0618)

Executive Order (EO) 13658 and Executive Order (EO) 13706 do not apply to this contract.
SPECIAL PROVISIONS
FOR
FEDERAL AID
PROJECT NO. NH-480-9(8)

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Transportation in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on December 13, 2018, until 1:30 P.M.

a. Bids submitted by mail should be addressed to the Nebraska Department of Transportation, c/o Contract Lettings Section, P.O. Box 94759, Lincoln, NE 68509-4759.


The 2017 Edition of the Standard Specifications for Highway Construction, including all amendments and additions thereto effective at the date of the contract, are made a part of these Special Provisions, through reference.

The Required Contract Provisions, Form FHWA 1273, (Rev. 5-12), and the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity and Standard Federal Equal Employment Opportunity Construction Contract Specifications dated November 3, 1980, are attached to and are a part of this proposal form.

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

DISADVANTAGED BUSINESS ENTERPRISES
(1-6-1217)

A. Policy

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES
(Prime Contractor Reporting of DBE Payments)
(1-6-1217)

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

TRAINING SPECIAL PROVISIONS
(1-8-0618)

This On-the-Job Training (OJT) Program was created by the Federal Highway Administration (FHWA) and the Nebraska Department of Transportation (NDOT) to fulfill the Training Special Provisions requirements of federal-aid construction contracts (23 CFR 230, Appendix B to Subpart A). The purpose of the provision is to address the under-representation of minority and female workers in the construction trades through the assignment of OJT training goals. Therefore, the training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision.

Accordingly, the Contractor shall make every effort to enroll minority and women trainees (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment.

All Contractors will be responsible for demonstrating the steps that they have taken to recruit minority and women trainees prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a
minority group or not. The Contractor shall provide on-the-job training aimed at developing full journey-level status in the type of trade or job classification involved. The number of training hours under this Training Special Provision will be assigned to each Contractor as set forth below.

1. Under the NDOT Contractor-Specific On-the-Job Training (OJT) Program, OJT hours will be assigned to Contractors and will not be contract or project specific.
   a. A Contractor who has received an OJT assignment will be allowed to provide training on any NDOT-let project on which the Contractor is working as either a Prime Contractor or a subcontractor. A Contractor will have the flexibility to transfer trainees from one project to another after providing notification of the transfer to NDOT.
   b. This project does not have a contract-specific training requirement. NDOT has added a training pay item with a nominal 100-hour quantity, that may overrun or underrun, which will be utilized only if the Contractor elects to provide training on this contract.

2. In January each year, NDOT will allocate OJT assignments to Contractors based on the total average dollar amount of all work performed by a Contractor on NDOT-let projects during the previous three (3) calendar years. The total dollar amount will consist of:
   a. The total dollar amount of the Contractor’s prime contracts let by NDOT (both federal and state funded) minus the total dollar amount of the work subcontracted out to others, and
   b. The total dollar amount of the subcontract work the Contractor performed for others on NDOT-let projects.
The Contractor’s average dollar amount for the previous three calendar years will be calculated, and training hours will then be assigned as follows:

<table>
<thead>
<tr>
<th>Three Year Average</th>
<th>Training Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $2,500,000</td>
<td>0 hours</td>
</tr>
<tr>
<td>$2,500,000 to 5,000,000</td>
<td>1,000 hours</td>
</tr>
<tr>
<td>$5,000,000 to 7,500,000</td>
<td>1,500 hours</td>
</tr>
<tr>
<td>Over $7,500,000 to 10,000,000</td>
<td>2,000 hours</td>
</tr>
<tr>
<td>Over $10,000,000 to 15,000,000</td>
<td>3,000 hours</td>
</tr>
<tr>
<td>Over $15,000,000 to 20,000,000</td>
<td>4,000 hours</td>
</tr>
<tr>
<td>Over $20,000,000 to 25,000,000</td>
<td>5,000 hours</td>
</tr>
<tr>
<td>Over $25,000,000 to 30,000,000</td>
<td>6,000 hours</td>
</tr>
<tr>
<td>Over $30,000,000 to 40,000,000</td>
<td>8,000 hours</td>
</tr>
<tr>
<td>Over $40,000,000 to 50,000,000</td>
<td>10,000 hours</td>
</tr>
<tr>
<td>Over $50,000,000 to 60,000,000</td>
<td>12,000 hours</td>
</tr>
<tr>
<td>Over $60,000,000</td>
<td>15,000 hours</td>
</tr>
</tbody>
</table>

**Example:** Contractor A, who averaged $28.66 million, would be assigned 6,000 hours of OJT. Contractor B, who averaged $10.33 million, would be assigned 3,000 hours of OJT. Contractor C, who averaged $2.26 million, would not be assigned any OJT hours.

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>3 Year Average</th>
<th>2014 OJT Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor A</td>
<td>24.3</td>
<td>33.4</td>
<td>28.3</td>
<td>28.66</td>
<td>6,000 hours</td>
</tr>
<tr>
<td>Contractor B</td>
<td>9.3</td>
<td>11.9</td>
<td>9.8</td>
<td>10.33</td>
<td>3,000 hours</td>
</tr>
<tr>
<td>Contractor C</td>
<td>2.3</td>
<td>1.4</td>
<td>3.1</td>
<td>2.26</td>
<td>0 hours</td>
</tr>
</tbody>
</table>

3. The OJT hours assigned to a Contractor in January are to be completed during that calendar year (e.g., OJT hours assigned in January of 2014 are to be completed during the period of January 1, 2014 thru December 31, 2014).

a. If a Contractor exceeds the number of OJT hours assigned for a calendar year, the Contractor may request to bank up to 30 percent of the excess hours. Banked hours may then be credited toward the Contractor’s OJT assignment for the next calendar year.

4. Completion of the annual OJT assignment is the Contractor’s responsibility. The Contractor is not allowed to assign any of the OJT hours to any other Contractor. The Contractor must make a Good Faith Effort to enroll an adequate number of trainees and provide the trainees a sufficient number of hours training to achieve the Contractor’s annual OJT assignment.

5. While trainees may be assigned to NDOT-let federally or state funded projects, the Contractor should attempt to schedule and assign trainees so that at least 50 percent of a trainee’s hours are earned on federally funded projects - unless otherwise approved in advance by NDOT.

6. The Contractor must use an OJT program approved by NDOT and/or the FHWA. An OJT program shall be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and qualify the average trainee for journey-level status in the job classification concerned by the end of the training period.
An approved OJT program must specify the number of hours required for a trainee to achieve journey-level status in each job classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

7. The Contractor shall furnish each trainee a copy of the OJT Program he/she will follow in providing the training. The Contractor shall also provide each trainee with a certification showing the type and length of training satisfactorily completed.

8. The Contractor’s Equal Employment Opportunity (EEO) Officer shall be responsible for administering the Contractor’s OJT and monitoring the trainees’ progress. The EEO Officer shall serve as the point of contact for NDOT regarding OJT information, documentation, and conflict resolution. If necessary, the EEO Officer may designate another individual to assist with the OJT monitoring responsibilities. NDOT must be provided the name and contact information for any such designee.

9. At least seven (7) days prior to commencing training, the Contractor must submit a “Request for Trainee Approval” form to NDOT for each individual to be enrolled as a trainee and a tentative list of the projects to which the trainee will be assigned. Requests for Trainee Approval may be submitted by mail, fax, or email.

10. If the Contractor submits a “Request for Trainee Approval” form to NDOT for an individual who is not a minority or female, or cannot replace departing trainees with minorities or females, the Contractor must also produce sufficient Good Faith Efforts documentation of the type set forth below. NDOT may reject non-minority male trainees for entry into the program if it determines that a Contractor failed to make sufficient Good Faith Efforts to hire minorities or female trainees and/or the Contractor failed to document or submit evidence of its Good Faith Efforts to do so.

11. Any training hours provided to a trainee prior to the Contractor receiving approval from NDOT will not be credited toward the Contractor’s annual OJT assignment.

12. When an individual is first enrolled as a trainee, the individual will be approved for the number of hours of OJT required to achieve journey-level status in the classification for which the individual is to receive training. (A Contractor will not be penalized if a trainee does not achieve the full number of hours for which the trainee is approved.)

13. If the Contractor is unable to provide a trainee the full number of training hours required to achieve journey-level status on one project, the trainee should be transferred to other NDOT-let projects on which the Contractor is working.

14. At least one (1) day before all such transfers of trainees are made, the Contractor must provide NDOT in writing the name of the trainee and current project, the project to which the trainee will be transferred, and when the transfer is to take place. Notifications of trainee transfers may be submitted by mail, fax, or email.
15. Any training hours provided to a transferred trainee prior to the Contractor having notified NDOT of the transfer will not be credited toward the Contractor's annual OJT assignment.

16. No individual may be employed as a trainee in any classification in which they have successfully completed training leading to journey-level status or in which they have been employed at journey-level. No individual may be employed as a trainee in any classification with a lower skill level than any classification in which they have successfully completed training leading to journey-level status or in which they have been employed at journey-level (e.g., an individual who has achieved journey-level status as an equipment operator may not be trained as a laborer). The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

An individual may be trained in multiple classifications that require relatively equal skill levels but different skill sets (e.g., an individual who has received training as a milling machine operator may also receive training as a roller operator, or a scraper operator, etc.). Preferably, an individual should have achieved journey-level status in a classification before beginning training in another classification.

The Contractor must request and receive approval from NDOT for an individual to receive training in a classification other than the classification for which the individual was originally approved. Any training hours provided prior to receiving approval from NDOT will not be credited toward the Contractor's annual OJT assignment.

17. Training shall be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permissible in positions that are not assigned to a specific project such as office engineers, estimators, timekeepers, shop mechanics, etc., if the selected OJT program includes these classifications. Training in such positions will not be eligible for reimbursement, but will be eligible to be credited toward the Contractor's annual OJT assignment.

18. Some off-site training is permissible as long as the training is an integral part of an approved OJT program and does not comprise a significant part of the overall training (e.g., 16 hours training per trainee per year in areas such as jobsite safety or accident response would be permissible). A copy of a training certificate, agenda, or curriculum must be provided to verify off-site training.

19. The Contractor will be reimbursed $2.00 per each hour of training provided in accordance with an approved OJT program and the NDOT Training Special Provisions.

20. Contractors shall be allowed to transfer trainees or utilize trainees on other NDOT-let projects which do not contain the Training Special Provisions. NDOT will utilize a Change Order / Supplemental Agreement to incorporate the Training Special Provisions and the appropriate pay item into the contracts of such projects.

21. On all federally funded NDOT-let projects, trainees must be paid at least 60 percent of the appropriate minimum journey-level rate specified in the contract for the first half of the training period, 75 percent for the third quarter, and 90 percent for the last quarter of the training period - or the appropriate rates approved by the U.S. Department of Labor.
or the U.S. Department of Transportation in connection with the program in which the trainee is enrolled.

22. In order to document and evaluate a trainee’s progress toward journey-level status, the Contractor must provide NDOT at the end of each month a “Special Training Provision Monthly On-The-Job Training Report” listing each trainee, the number of hours trained during the month, and the total number of hours trained as of the date of the report.

**NOTE:** The monthly reporting requirements may change if/when on-line reporting is implemented by NDOT.

23. If a trainee’s employment is terminated for any reason prior to completion of the number of OJT hours for which the individual was approved, the Contractor must make Good Faith Efforts to replace the trainee with another minority or female.

24. Contractors must submit an annual summary report to NDOT by January 15th each year giving an account of all trainee hours provided during the previous year. The report shall show a breakdown of training provided on each project and/or contract.

25. Contractors will have fulfilled their OJT responsibilities if they have provided acceptable training for the number of hours assigned, or have demonstrated that they made a Good Faith Effort to provide the number of OJT hours assigned. Where a Contractor cannot meet his or her annual training hour goal with females and minorities, the Contractor remains responsible for demonstrating the Good Faith Efforts taken in pursuance of the goal. Examples of what actions constitute Good Faith Efforts are set forth below. NDOT will make compliance determinations regarding the Training Special Provisions based upon either attainment of the annual goal or Good Faith Efforts to meet it.

26. Good Faith Efforts are those designed to achieve equal opportunity through positive, aggressive, and continuous results-oriented measures (23 CFR § 230.409(g)(4)). Good Faith Efforts should be taken as trainee-hiring opportunities arise and when minorities and women are under-represented in the Contractor’s workforce. NDOT will consider all Contractors’ documentation of Good Faith Efforts on a case-by-case basis and take into account the following:

a. Availability of minorities, females, and disadvantaged persons for training;

b. The potential for effective training;

c. Duration of the contract;

d. Dollar value of the contract;

e. Total normal work force that the average Contractor could be expected to use;

f. Geographic location;

g. Type of work;

h. The need for journey level individuals in the area.
Good Faith Efforts may include, but are not limited to, documentation of efforts to:

- Contact minority and female employees to gain referrals on other minority and female applicants;

- Refer specific minorities and females to training programs and specifically request these trainees by name in the future;

- Upgrade minority and female unskilled workers into the skilled classifications when possible;

- Accept applications at the project site or at the Contractor’s home office;

- Review and follow up on previously received applications from minorities and females when hiring opportunities arise;

- Maintain monthly evaluations that monitor efforts made to achieve diversity in the Contractor’s workforce in general (i.e., significant numbers of minorities and females employed on a company-wide basis);

- Provide incentives for project management personnel or superintendents when hiring goals are met on a project (i.e., similar to performance bonuses paid when a job is completed in a timely manner and under budget).

27. Liquidated damages will be assessed the Contractor for failure to demonstrate a Good Faith Effort to achieve their full OJT assignment or for failure to demonstrate a Good Faith Effort to achieve their full OJT assignment with minority and women trainees.

Liquidated damages will be assessed at the rate of $4.00 per hour for the number of OJT hours not achieved or, even if achieved, the number of OJT hours in which the Contractor fails to demonstrate Good Faith Efforts to hire minorities and women. (e.g., if the Contractor was assigned 3,000 hours but only achieved 2,000 hours and did not demonstrate a Good Faith Effort, the liquidated damages would be assessed at 1,000 hours x $4.00 = $4,000.00.)

28. NDOT will invoice a Contractor for liquidated damages assessed as a result of the Contractor’s failure to demonstrate a Good Faith Effort to achieve the number of OJT hours assigned.

The Contractor’s failure to promptly pay any invoice for liquidated damages may result in the Contractor being disqualified to bid work with NDOT for a time period determined by the Director/State Engineer.

29. At the end of the calendar year, if the dollar amount of work the Contractor performed on NDOT-let projects is substantially below the three-year average upon which the Contractor’s OJT assignment was based, the Contractor’s OJT goal for that year may be adjusted according to the table in Paragraph 2. above.

30. The established per hour unit price for the item “Training” shall be full compensation for all costs incurred, which includes but is not limited to providing the necessary supervision, labor, equipment, tools and material. Any additional costs due to payment
of wages in excess of the minimum rates specified and for the payment of any fringe benefits shall not be paid for directly, but shall be considered subsidiary to the items for which direct payment is made.

**AMENDMENT TO CONSTRUCTION TRAINING REPORT REQUIREMENTS**


FHWA Form 1409 “Federal-aid Highway Construction Contractor’s Semi-Annual Training Report” is not required.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

**(1-9-1217)**

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

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

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

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

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

The following information is current as of October 5, 2018.

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.

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

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

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

Any work necessary will be concurrent with construction.

STATUS OF RIGHT OF WAY

The right of way for this project has been acquired and physical possession is held by the State of Nebraska and ready for the Contractor’s use, except tracts listed below:

Unacquired Right-of-Way Tracts as follows:

<table>
<thead>
<tr>
<th>Tract Number</th>
<th>Status of Tract</th>
<th>Hearing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Right-of-Way Tracts with Pay Items:

<table>
<thead>
<tr>
<th>Tract Number</th>
<th>Pay Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

- No encroachments on the old right of way.
- Acquisition of right of way is not required for this project.
SPECIAL PROSECUTION AND PROGRESS
(Accommodation of Public Vehicular Traffic)

I. Peak Hours

Peak hours for I-480 shall be from 6:00 am to 10:00 pm, Monday through Friday, from 8:00 am to 10:00 pm, Saturday, and from 10:00 am to 10:00 pm, Sunday. During peak hours, all I-480 traffic lanes & ramps shall be open to traffic. All other hours shall be considered non-peak.

The contractor will be required to have all traffic lanes on I-480 and ramp accesses open to traffic during the College World Series (June 13, 2019 to June 30, 2019).

II. Interstate 480

The Contractor shall perform their work in a manner to keep all lanes of I-480 open to traffic during peak hours. The Contractor shall access the mainline traffic at interchanges and ramps and exit to the work zone as allowed in the SPECIAL PROSECUTION AND PROGRESS, (PHASING).

III. Interstate 480 Non-Peak Lane Closure

The Contractor will be allowed to close one lane of traffic and the adjacent shoulder in each direction during non-peak hours to perform the following operations (see Procedure for I-480 Non-peak Lane Closures):

1. For the purpose of setting or removing traffic devices.
2. For the purpose of delivering material to the work site.
3. The contractor will be permitted to close one lane of traffic for specific tasks requiring work immediately adjacent to the travel lane, which, in the opinion of the engineer, would constitute a hazard for the travelling public.

IV. Southbound Harney St. On-Ramp Non-Peak Closure

The Contractor will be allowed to close an entire ramp during non-peak hours (see SPECIAL PROSECUTION AND PROGRESS, (PHASING)) to perform the following operations (see Procedure for Ramp Closures):

1. For the purpose of setting or removing traffic devices.
2. For the purpose of delivering material to the work site.
3. The contractor will be permitted to close one lane of traffic for specific tasks requiring work immediately adjacent to the travel lane, which, in the opinion of the engineer, would constitute a hazard for the travelling public.
V. Northbound Harney St. Off-Ramp Non-Peak Lane Closure

The Contractor will be allowed to close the outside off-ramp lane during non-peak hours (see SPECIAL PROSECUTION AND PROGRESS, (PHASING)) to perform the following operations (see Procedure for Ramp Closures):

1. For the purpose of setting or removing traffic devices.
2. For the purpose of delivering material to the work site.
3. The contractor will be permitted to close one lane of traffic for specific tasks requiring work immediately adjacent to the travel lane, which, in the opinion of the engineer, would constitute a hazard for the travelling public.

VI. Procedure for I-480 Non-Peak Lane Closures

The contractor shall notify the Engineer in writing of each specific non-peak lane closure. Each notification shall describe the work requiring the closure and the approximate time required for the closure. The non-peak lane closure shall be limited to the specific operations described in SPECIAL PROSECUTION AND PROGRESS, (Accommodation of Public Vehicular Traffic).

The Contractor is required to have a work crew on the site at all times during a non-peak hour lane closure.

A lane closure will not be permitted during inclement weather conditions or during periods of time that atmospheric conditions may constitute a hazard to the traveling public, as determined by the Engineer.

Lane closures for emergency service situations will not be assessed liquidated damages for either peak or non-peak hours.

VII. Procedure for Southbound Harney St. On-Ramp Non-Peak Closures

The Southbound Harney St. On-Ramp will close only during non-peak hours. See SPECIAL PROSECUTION AND PROGRESS, (PHASING).

Before closing the ramp, the Contractor shall advise the Engineer a minimum of two weeks prior to the closing date, and again 48 hours prior to the actual closing. If the 48-hour time period falls on a weekend or a holiday, the notification shall be given 72 hours prior to the actual closing. The Project Engineer shall then contact Public Works Department, City of Omaha, at (402) 444-5950.

The detour route for the Southbound Harney St. On-Ramp traffic accessing I-480 during the closure of the on-ramp will be as shown in the 2-N plan sheets. The Engineer shall coordinate the ramp closures with the local businesses to provide specific times of the closure.

VIII. Peak Hour Lane Closure Assessment

The Contractor’s failure to have all lanes and ramps open to traffic during peak hours shall result in the assessment of a $1,050 per lane per hour per direction assessment. Any portion of an hour shall be considered as a full hour. This peak hour lane closure
assessment has not been provided for elsewhere in the contract and shall therefore be considered in addition to other liquidated damages assessments, which are a part of the contract. The following formula is used to determine this assessment:

\[
\text{Cost} = \left[ (1-\%T)(vphlpd)(\text{Pass}) + (\%T)(vphlpd)(\text{Truck}) \right] \times D
\]
\[
= \left[ (1-0.05)(1,026)(0.33) + (0.05)(1,026)(0.54) \right] \times 3
\]
\[
= [\$321.65 + \$27.70] \times 3
\]
\[
= \$1,048.05 \rightarrow \text{Round To \$1,050 /hour/lane/direction}
\]

Where:

- \( vphlpd \) = peak hour vehicle /lane/direction
- \( \%T \) = percent trucks
- Pass Factor = passenger car factor
- Truck Factor = truck factor
- Delay = delay, in minutes

**SPECIAL PROSECUTION AND PROGRESS**

*(Phasing)*

I. **General**

Temporary pavement geometrics and pavement marking alignments required for the performance of work are included in this proposal. Any modification of these geometrics or alignments shall require written approval of the Engineer.

NOTE: Whenever equipment will be entering or exiting the ramp all appropriate signs, such as "WATCH FOR SLOW TRUCKS", "TRUCKS EXITING ON LEFT" or "RIGHT" and "TRUCKS ENTERING ON LEFT" or "RIGHT", shall be in place.

II. **Overview**

**Phase 1** is the work in the outside lanes of the Northbound direction of I-480 at structure S480 00131, S480 00180, and S480 00188 as shown in the plans.

**Phase 2** represents the work in the outside lanes of the Southbound direction of I-480 at structure S480 00131, S480 00180, and S480 00188 as shown in the plans.

**Phase 3** represent the work within the inside median lanes of the Northbound and Southbound directions of I-480 at structure S480 00131, S480 00180, and S480 00188 as shown in the plans.

NOTE: Contractor may begin work in any phase. Phase 1 and 2 are only phases in which work can occur simultaneously.

III. **Phase Descriptions**

A. **Phase 1**

The Contractor will perform the Northbound bridge construction in the outside lanes for structures S480 00131, S480 00180, and S480 00188. The Contractor will close the outside lane and shoulder of Northbound I-480 and will close the
outside lane for the Northbound Harney St. off-ramp. See Section VI Procedure for I-480 Non-Peak Lane Closures.

B. Phase 2

The Contractor will perform the Southbound bridge construction to the outside lanes for structures S480 00131, S480 00180, and S480 00188. The Contractor will close the outside lane and shoulder of Southbound I-480 and will close the Southbound Harney St. on-ramp. See Section VI Procedure for I-480 Non-Peak Lane Closures and Section VII Procedure for Southbound Harney St. On-Ramp Non-Peak Closures.

C. Phase 3

The Contractor will perform the work to the within the inside median lanes of the Northbound and Southbound directions of I-480 structures S480 00131, S480 00180, and S480 00188. The Contractor will close the inside lane and shoulder for both directions of I-480. See Section VI Procedure for I-480 Non-Peak Lane Closures.

SPECIAL PROSECUTION AND PROGRESS  
(General Requirements)

The Leavenworth St. Bridge, S480 00180, has an electrical conduit box attached to the Northbound outside column in which the Contractor shall not disturb.

Any bridge column, which has a sign attached, will be removed by the Contractor and replaced upon completion of work. The labor and storage of signs will be considered subsidiary to the column work.
## STATUS OF ENVIRONMENTAL COMMITMENTS

Control No. 22730  
Project No. NH-480-9(8)  
Project Name: 1-480 Bridges in Omaha

### 404 Permit Required
- Yes
- No  
Comments: No 404 permit required.

### Individual 401 Water Quality Certification Required
- Yes
- No

### State Title 117 Waters (COE Non-Jurisdictional)
- Yes
- No

### Floodplain Permit Required
- Yes
- No  
Comments: No floodplain permit required.

### Historic Clearance
- Yes Tier I Approved 5/23/2018
- No  
Comments: No potential to cause effects to historic properties.

### Threatened & Endangered Species Clearance Required
- Yes FHWA – 4/17/2018  
- No  
Approved:  
NGPC – NA  
USFWS – NA  
Comments: No Effect

### FHWA Environmental Clearance
- Yes Level 1 CE Approved 8/2/2018
- N/A

### NPDES/Stormwater Permit No.:  NA  

Special Provisions: See attached Environmental Commitment sheet

Special Notes on Plans:

I have compared environmental documentation and project correspondence with environmental commitments shown on this form and found them to be accurate and complete.
ENVIRONMENTAL COMMITMENTS

Control No.: 22730 Project No.: NH-480-9(8)
Project Name: I-480 Bridges In Omaha

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.

(Responsible Party for the measure is found in parentheses)

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 or areas where there is a distinct difference in vegetation (at lower elevations) from the surrounding upland areas.

(Contactor, NDOT District)

Contact Person: Patrick Sward, Highway Environmental Biologist, (402) 479-3901

General Conservation Conditions

A-1 Changes in Project Scope. If there is a change in the project scope, the project limits, or environmental commitments, the NDOT Environmental Section must be contacted to evaluate potential impacts prior to implementation. Environmental commitments are not subject to change without prior written approval from the Federal Highway Administration. (District Construction, Contractor)

A-2 Conservation Conditions. Conservation conditions are to be fully implemented within the project boundaries as shown on the plans. (District Construction, Contractor)

A-3 Early Construction Starts. Request for early construction starts must be coordinated by the Project Construction Engineer with NDOT Environmental for approval of early start to ensure avoidance of listed species sensitive lifecycle timeframes. Work in these timeframes will require approval from the Federal Highway Administration and could require consultation with the USFWS and NGPC. (District Construction, Contractor)

A-4 E&T Species. If federal or state listed species are observed during construction, contact NDOT Environmental. Contact NDOT Environmental for a reference of federal and state listed species. (NDOT Environmental, District Construction, Contractor)

A-5 Refueling. Refueling will be conducted outside of those sensitive areas identified on the plans, in the contract, and/or marked in the field. (Contractor)

A-6 Restricted Activities. The following project activities shall, to the extent possible, be restricted to between the beginning and ending points (stationing, reference posts, mile markers, and/or section-township-range references) of the project, within the right-of-way designated on the project plans: borrow sites, burn sites, construction debris waste disposal areas, concrete and asphalt plants, haul roads, stockpiling areas, staging areas, and material storage sites.
For activities outside the project limits, the contractor should refer to the Nebraska Game and Parks Commission website to determine which species ranges occur within the off-site area. The contractor should plan accordingly for any species surveys that may be required to approve the use of a borrow site or other off-site activities. The contractor should review Chapter 11 of the Matrix (on NDOT’s website), where species survey protocol can be found to estimate the level of effort and timing requirements for surveys.

Any project related activities that occur outside of the project limits must be environmentally cleared/permitted with the Nebraska Game and Parks Commission as well as any other appropriate agencies by the contractor and those clearances/permits submitted to the District Construction Project Manager prior to the start of the above listed project activities. The contractor shall submit information such as an aerial photo showing the proposed activity site, a soil survey map with the location of the site, a plan-sheet or drawing showing the location and dimensions of the activity site, a minimum of 4 different ground photos showing the existing conditions at the proposed activity site, depth to ground water and depth of pit, and the “Platte River depletion status” of the site. The District Construction Project Manager will notify NDOT Environmental which will coordinate with FHWA for acceptance if needed. The contractor must receive notice of acceptance from NDOT, prior to starting the above listed project activities. These project activities cannot adversely affect state and/or federally listed species or designated critical habitat. (NDOT Environmental, District Construction, Contractor)

**A-7 Waste/Debris.** Construction waste/debris will be disposed of in areas or a manner which will not adversely affect state and/or federally listed species and/or designated critical habitat. (Contractor)

**A-8 Post Construction Erosion Control.** Erosion control activities that may take place by NDOT Maintenance or Contractors after construction is complete, but prior to project close-out, shall adhere to any standard conservation conditions for species designated for the project area during construction. (NDOT Maintenance, District Construction, Contractor)

Contact Person: Zach Cunningham, Highway Environmental Biologist, (402) 479-4464

**Section 4(f)**

The contractor shall not complete work, stage, stockpile, or store materials within the boundaries of the following Section 4(f) properties: Hanscom Park, Jackson Elementary School facilities, Park East Park, and Dewey Park. If it is determined that temporary or permanent right-of-way is required from or access is restricted to a Section 4(f) property, coordination shall occur with NDOT Environmental. (Contractor)

**Utilities**

Utility relocation or replacement is not anticipated for the project. If utility relocation or replacement is required in a later phase of the project, a reevaluation would be required if: (1) federal funds would be used for the utility work; or (2) the project construction contractor would be responsible for the work. If this utility work is identified during final design, the project sponsor shall initiate the reevaluation prior to project letting. If the work is identified during
construction, the project sponsor shall initiate the reevaluation prior to the commencing utility work. (NDOT Environmental, NDOT District)

If any one of the above two conditions do not apply, later relocation or replacement of utilities shall be coordinated through NDOT and the Contractor per NDOT's Standard Specifications for Highway Construction, Subsection 105.06. Any environmental permits required for these utility relocations or replacements shall be the responsibility of the Utility. (NDOT District, Utility Provider(s))

**Hazardous Materials**

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

**Traffic Disruption**

Lane closures shall not occur during peak traffic times, during winter months, or during College World Series events. The Harney Street on-ramp detour shall occur during non-peak traffic hours, and the detour shall allow traffic to access I-480 at the Leavenworth on-ramp.

If a detour is used, the duration of the detour must be less than 30 working days. In addition, the detour must create less than 5 miles of adverse (out-of-direction) travel within an urban environment and less than 25 miles in a rural setting with access provisions for local traffic. (NDOT District, Contractor)

**Public Involvement**

A minimum of one news release shall go to all local and area media and be posted on the NDOT website prior to the start of construction work. (NDOT District, NDOT Communications)

**Airport**

Because of the proximity to the Epply airfield in Omaha, the height of any equipment used in the construction of the project (or any antennae installed on the equipment) shall not exceed the local airport's Height Restriction Zoning. Any Contractor involved in the project shall use the Notice Criteria Tool available at: https://oeaaa.faa.gov/oeaaa/external/portal.jsp. (Contractor)

If required, the Contractor shall file a 7460-1 Form with the Federal Aviation Administration (FAA). The form shall be required if the Contractor uses any equipment over 200’ tall or the equipment breaks a 100:1 slope from a public-use airport. This includes any trucks or equipment used during the construction of the project. NDOT’s Roadway Design Division shall verify clearance for permanent construction in the controlled zone from the Nebraska Department of Aeronautics (NDOA) and FAA. NDOT’s Roadway Design Division shall identify those contracts that shall require the special provision concerning the Contractor’s responsibility.
to gain FAA and NDOA clearance for temporary encroachments due to construction operations. NDOT’s Plans, Specification & Estimates (PS&E) / Contracts shall include the special provision in the appropriate project contracts. (Contractor)

**Material Source Site**

Any material needed shall be provided by the Contractor. The Contractor shall try to obtain borrow from an upland site to prevent depletion issues. If the borrow site is within a depletion area of concern, the Contractor shall coordinate with the appropriate agencies and NDOT to offset or minimize impacts. The Contractor shall obtain all environmental clearances and permits required for the borrow site prior to obtaining borrow material for the project. (Contractor)

The Contractor shall have a staging area for the project where material and equipment for the project is stored (e.g. re-steel, forms, etc.). The Contractor shall be required to dispose of material removed as part of the project described above and miscellaneous obstructions encountered and removed along the project. The disposal shall be the responsibility of the Contractor. A waste site may be needed. The Contractor shall be responsible to obtain all permits and clearances and all conditions of those permits shall be followed. (Contractor)

Contact Person: Carrie Wencel, Highway Environmental Biologist, (402) 479-4836

**Impaired Waters, Section 402, and MS4**

Areas disturbed during construction shall be stabilized utilizing NDOT approved erosion control methods. A Temporary Erosion Control Plan shall be required by NDOT Standard Specifications for Highway Construction. (NDOT Environmental)

**Construction Stormwater**

This project does not require a Construction Stormwater Permit or a Storm Water Pollution Prevention Plan (SWPPP). Temporary water pollution prevention practices (including sediment and erosion control measures) are still required by Nebraska State Title 119. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent sedimentation within rivers, streams, impoundments (lakes, reservoirs, etc.), the project site, and adjacent property. (Contractor)

Contact Person: Ron Poe, Highway Environmental Program Manager, (402) 479-4499
STORM WATER DISCHARGES
(1-43-1217)

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
(1-43-1217)

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

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

Each bidder will be required to submit one list per letting to cover all projects bid.
WORKER VISIBILITY
(1-43-1217)

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

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

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

1 - is intended to provide conspicuity during both daytime and nighttime usage, and

2 - meets the Performance Class 2 or Class 3 requirements of the ANSI/ISEA 107-2004 publication titled "American National Standards for High-Visibility Safety Apparel and Headwear."

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

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


The Prime Contractor shall furnish a letter to the NDOT Construction Division in Lincoln on company letterhead and signed by an officer of the company stating that documentation is on file certifying that the Contractor and all subcontractors have registered with and used a Federal Immigration Verification System. The Contractor shall maintain all records of registration and use for a period of three years and make records available upon request. The Contractor shall contractually require subcontractors to maintain all records for a period of three years and make records available upon request.

Payment will not be made to the Contractor for using the Federal Immigration Verification System or the maintenance of the records. This work shall be subsidiary to the work being performed.
The Contractor's Certification shall become part of the final records of the Contract. The Department considers this document to have direct bearing to the beginning interest date and may affect the amount of interest earned.

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

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

PERMITS, LICENSES, AND TAXES
(Contractor Site Use Approval)
(1-43-1118)

Paragraph 4. of Subsection 107.02 Paragraph 4. in the Standard Specifications is void and superseded by the following:

4. Contractor Site Use Approval:

a. (1) When a Contractor intends to obtain borrow and/or dispose of excess excavation at a site (or sites) not shown or otherwise designated in the contract the Contractor shall submit a completed NDOT Form 119 “Borrow Site - Waste Excavation Site Request Identification and Evaluation” to the Lincoln Construction Office for processing and approval.

(2) When a Contractor intends to: (i) dispose of construction debris, (ii) stockpile materials, equipment or other tangible property for the project, and/or (iii) install and operate a mobile asphaltic concrete plant, mobile Portland cement concrete plant or other mobile production plant at a site (or sites) not shown or otherwise designated in the contract the Contractor shall submit a completed NDOT Form 56 “Plant Site - Stockpile Site - Construction Debris Site Request Identification and Evaluation” to the Lincoln Construction Office for processing and approval.

(3) The NDOT Form 56 and NDOT Form 119 (hereafter referred to as “the Contractor Site Request form(s)” can be found on the NDOT website. Each Contractor Site Request form shall represent only one site and shall be project specific.

(4) The time frame required to obtain site approvals varies and is dependent upon whether the project has a Corps Section 404 notifying-permit and upon the complexities of each site listed in each request.
b. The Contractor shall contact the Nebraska Department of Environmental Quality (NDEQ) to determine if it is necessary for the Contractor to obtain a NPDES permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.

c. The Contractor shall not begin work at any borrow, waste, debris, stockpile or plant site until receiving written approval for the submitted Contractor Site Request form(s) from NDOT, before obtaining a NPDES permit (if required), or any other permits required.

d. No extension of completion time will be granted due to any delays in securing approval of a borrow, waste, debris, stockpile or plant site unless a review of the time frames concludes that there were conditions beyond the Contractor’s control.

MEASUREMENT AND PAYMENT
(Partial Payment)
(1-43-0318A)

Paragraph 6 of Subsection 109.07 of the Standard Specifications is void and superseded by the following:

6. When payrolls must be submitted, the Department may withhold partial payments if the Contractor does not provide all payrolls (including Subcontractor payrolls) within seven (7) days of each payroll ending date.

WAGES AND CONDITIONS OF EMPLOYMENT
(Employment of Labor – Payrolls)
(1-43-0318A)

Paragraph 3 of Subsection 110.03 of the Standard Specifications shall be amended to include the following:

i. On projects requiring submittals of certified payrolls, NDOT encourages all Contractors to submit their payrolls electronically; however, until the December 2018 letting both paper and electronic submissions will be accepted. If a Contractor elects to submit electronic payroll records, the submittal shall meet the following requirements.

(1) Format – Portable Document Format (PDF)
(2) Size of file – Limited to 25 MB
(3) Signatures – A scanned copy of the original certified payroll or Adobe digitally signed.

Payrolls certified by the Prime Contractor must be emailed to the Project Manager within seven (7) days of the payment date thereof. Payrolls must be complete and accurate.
NDOT anticipates that beginning with the January 2019 letting that only electronic submissions of the payrolls will be accepted.

**LIABILITY INSURANCE**

(1-49-0118)

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

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

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

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

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

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

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

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

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

(9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

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

TEMPORARY WATER POLLUTION CONTROL
(2-1-1217)

Section 204 in the Standard Specifications is void.

CONSTRUCTION STORMWATER MANAGEMENT CONTROL
(2-1-1217)

A. 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. a. The Department and the Contractor are co-permittees of the NPDES Construction Storm Water General Permit.

   b. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.

3. 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.

4. a. The Contractor shall take sufficient precautions to prevent pollution of the waters of the state, the project site, and adjacent property from construction debris, petroleum products, chemicals, or other harmful materials.

   The Contractor shall conduct and schedule the operations to avoid interference with any protected species.

   b. The Contractor shall comply with all applicable statutes relating to pollution of the waters of the state and fish and game regulations.

5. 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.

6. All erosion and sediment control measures shall be properly installed and maintained by the Contractor until all permanent drainage facilities have been constructed, and all slopes are sufficiently vegetated to be an effective erosion deterrent; or until tentative acceptance of the work.
7. All erosion and sedimentation resulting from the Contractor’s operations and the weather conditions must be corrected by the Contractor.

LIMITATION OF OPERATIONS
(2-1-1217)

A. 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. 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 requires 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 streams and wetlands will not be allowed, unless explicitly allowed in the contract. Streams are defined as any area between the high banks, regardless of the flow conditions.
CONSTRUCTION METHODS
(2-1-1217)

A. General

1. The Contractor shall conduct all construction activities and install temporary erosion control measures, as necessary, to control sediment and avoid soil erosion during construction.

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 work areas located outside the right-of-way, such as borrow site operations, haul roads, plant sites, staging sites, waste sites, 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 sites.

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. All erosion and sediment control items shall be installed by 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 employee who has successfully completed training provided by the Department and has been certified as an Erosion and Sediment Control Inspector (Inspector). The Contractor’s Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.

   i. The NDOT Erosion and Sediment Control Inspector Certification is obtained by completing an Erosion and Sediment Control Inspector Training Course provided by the Nebraska Department of Transportation and passing the examination that accompanies the training.

   c. The Contractor shall notify the Engineer of all employees, who have been certified as 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’s 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 contract.

ENVIRONMENTAL COMMITMENT DOCUMENT
(2-1-1217)

A. Environmental Commitment Document

1. a. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments and will be included in the Contract.

b. The Department will provide information for the following, when applicable:

i. Storm Water Pollution Prevention Plan (SWPPP)

ii. U.S. Army Corps of Engineers (USACE) Section 404 Permit

iii. Nebraska Department of Environmental Quality 401 Water Quality Certification

iv. State Title 117 Waters (USACE Non-Jurisdictional)

v. Floodplain Permit

vi. Historic Clearance

vii. Endangered Species Act Clearance

viii. Nebraska Nongame and Endangered Species Conservation Act Clearance

ix. National Environmental Policy Act Compliance

tax. NPDES Construction Stormwater Permit (within Right-of-Way limits, only)

xi. Conservation Measures

xii Migratory Bird Treaty Act

xiii. Bald and Golden Eagle Protection Act Compliance

xiv. Other pertinent issues
c. The Contractor shall provide information for the following, when applicable:

i. Temporary Erosion Control Plan

ii. Spill Prevention and Control Plan

iii. Migratory Bird Treaty Act Compliance Plan

iv. Name and telephone number of the Contractor’s representative responsible for the Environmental Commitments

v. Name and telephone number of the employees that are NDOT-Certified Erosion and Sediment Control Inspectors

vi. Critical Path Construction Schedule

vii. Other items as defined elsewhere in the contract

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
(2-1-1217)

A. General

1. A SWPPP is required for projects that construction activities will cause a land disturbance of one (1) acre or more. The Department will prepare the SWPPP for the areas within the Right-of-Way, temporary easements and permanent easements.

2. For projects not requiring a SWPPP, the Contractor shall comply with the requirements of Environmental Commitment Document, Paragraph 1.b. of this Special Provision, as applicable.

3. Contractor obtained work areas, located on private property, are not included in the NDOT Project SWPPP.

B. 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 Temporary Erosion Control Plan will be reviewed at project progress meetings. All active Contractors shall have their Inspectors present and work in cooperation to determine any necessary changes. Necessary changes will be documented on the Temporary Erosion Control Plan by the Engineer.
3. Payment for preparing the Temporary Erosion Control Plan, inspections and meetings reviews are subsidiary to items that direct payment is made.

C. Spill Prevention and Control Plan

1. All project activities shall be addressed in the Spill Prevention and Control Plan. The Contractor shall prepare and submit the plan to the Engineer and install all appropriate spill prevention and control measures prior to the start of any work.

2. The Spill Prevention and Control Plan shall clearly state measures to prevent, contain, document and clean up a spill. It shall state measures for disposal of the contaminated material, disposal documentation and incident review to train personnel to prevent spills from reoccurring.

3. Spill Prevention and Control Plans are applicable to construction sites where hazardous materials are stored, used and/or generated onsite. Hazardous materials include, but not limited to, hazardous wastes, pesticides, paints, cleaners, petroleum products, fertilizers, solvents and porta-potty wastes.

4. Direct payment will not be made for the Spill Prevention and Control Plan.

D. Migratory Bird Treaty Act Compliance Plan

1. The Contractor shall not begin work until a Migratory Bird Treaty Act Compliance Plan has been submitted to the Engineer and appropriate nesting migratory bird avoidance measures are in place.

2. a. The Contractor shall clearly state the necessary measures they intend to use to avoid a “Take” of nesting migratory birds in the Migratory Bird Treaty Act Compliance Plan. Measures may include but are not limited to:

   i. Clearing and grubbing prior to April 1st or after September 1st
   ii. Tree removal prior to April 1st or after September 1st
   iii. Clearing empty nests on structures prior to April 1st
   iv. Maintaining clear structures until commencement and throughout the duration of work on structures
   v. Netting structures to prevent nesting
   vi. Commitment to perform surveys according to protocol
   vii. Hire a biologist to survey areas to be disturbed prior to commencement of work during the nesting season
   viii. Submittal of required bird survey reports
   ix. Training of Contractor Personnel to insure compliance
3. a. The Migratory Bird Treaty Act Compliance Plan is applicable to the entire project site to avoid the “Take” of migratory birds protected under the Migratory Bird Treaty Act.

b. “Take” is defined as: pursuit, hunt, shoot, wound, kill, trap, capture, collect, or attempt to pursue, hunt, shoot, wound, kill, trap, capture, or collect.

4. The Migratory Bird Treaty Act Compliance Plan shall adhere to the NDOT’s Avian Protection Plan located at:


   Direct payment will not be made for the Migratory Bird Treaty Act Compliance Plan.

E. SWPPP Inspection

1. The Contractor shall accompany the Engineer on inspections in accordance with the NPDES Construction Storm Water General Permit.

2. 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.

3. 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.

4. a. The Contractor’s Inspector shall be responsible for ensuring that all BMPs are installed in accordance with the contract or the manufacturers’ recommendations. The Contractor’s Inspector shall be capable of reading and interpreting these documents.

b. The Contractor’s Inspector shall be familiar with product and structural BMPs. The Contractor’s Inspector shall 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.

5. Payment for project inspection is subsidiary to items that direct payment is made.
ENVIRONMENTAL COMMITMENT ENFORCEMENT  
(2-1-1217)

A. General

1. This specification establishes payment and disincentive assessment for the Contractor’s performance in complying with Contract 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 USACE Section 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 wildlife species-specific conservation conditions.
   
i. Failure to comply with the Contract.
   
j. Failure to comply with the Engineers directives.

B. SWPPP Deficiency Notification

1. The Engineer will document and direct the Contractor to correct deficiencies.

2. a. The Contractor shall commence correcting deficiencies, provide adequate equipment and personnel, and diligently pursue correcting deficiencies without cessation until all deficiencies have been corrected.

   b. The count of Working Days and/or Calendar Days will continue during the time period that corrective work is being performed.

   c. Delays to the project as a result of the Contractor conducting corrective actions for the Contract Environmental Commitments will not constitute a valid reason for an extension of the contract time allowance.
3. Deficiencies shall be corrected within seven (7) calendar days of notification or within an approved extension. When deficiencies are not corrected within seven (7) calendar days or within an approved extension, the Engineer will make a disincentive assessment to the contract as stated herein.

4. a. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven (7) 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 written Corrective Action Plan within 48 hours. Corrective work shall continue while the Corrective Action Plan is developed. The Contractor’s Corrective Action Plan must contain a course of action and a timeframe for completion. If the reasons and the Corrective Action Plan are acceptable, the Engineer may extend the time in which to complete the corrective work.

b. The Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If all corrective work is completed within the time allowance shown in the Notification or within an approved extension, a disincentive assessment will not be imposed upon the Contractor.

c. Storm events or soil and weather conditions occurring on other projects, which interfere with a Contractor completing corrective actions on the project within seven (7) calendar days, will not be justification for a time extension to complete the corrective work.

5. If all corrective work identified in the Notification has not been completed at the end of the seventh (7th) calendar day after the Initial Notice Date or within an approved extension, a Shut-Down Notice will be issued on the eighth (8th) calendar day after the Initial Notice Date or on the calendar day following the last day of an approved extension.

6. All operations shall cease as of the date and time cited in the Shut-Down Notice. The Contractor shall work, exclusively, on the deficiencies until all have been corrected or as directed by the Engineer. Upon issuance of the Shut-Down Notice, a disincentive of $500.00 per deficiency per calendar day will be assessed thru the day the corrective work is completed, inclusive.

7. The Engineer may require the Contractor to provide a written Procedures Plan that describes the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within two (2) 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.

a. Payment for preparing a written Procedures Plan is subsidiary to items that direct payment is made.
C. Storm Event Restoration – Incentive and Disincentive

1. The Department will pay “Storm Event Restoration - Incentive” when the Contractor completes the restoration work to eliminate the pollution prevention control deficiencies within seven (7) calendar days of Notification or within an approved extension. Multiple deficiencies may be included in one notification. If the restoration work has not been completed within seven (7) calendar days after the Initial Notice or within an approved extension, payment for the item of “Storm Event Restoration - Incentive” will not be made.

2. A storm event is defined as a storm exceeding 0.50-inch of rain in a 24-hour period.

3. The Department will notify the Contractor of pollution prevention control deficiencies.

4. a. Payment for the item of “Storm Event Restoration - Incentive” may not be made when the Contractor is notified to correct pollution prevention devices not installed in accordance with the contract or the manufacturer’s recommended installation instructions.

5. If the restoration work is not completed within seven (7) calendar days or within an approved extension, a disincentive assessment of $500.00 per deficiency per calendar day will be assessed. The disincentive assessment will begin on the eighth (8th) calendar day after the issuance of the Initial Notice Date or on the calendar day following the last day of an approved extension(s) and continue through the day that the restoration work is completed, inclusive.

D. Method of Measurement

1. a. “Storm Event Restoration – Incentive” will be measured by the each upon completion of restoration of all deficiencies included in a notification within the allowed time and only one payment per notification is allowed when multiple deficiencies are included on the notification.

   b. If deficiencies from multiple notifications are restored during the same restoration operation, only one (1) incentive is eligible for payment.

   c. If multiple notifications are the result of successive storm events and deficiencies are transferred to ensuing notifications, incentive payment is only eligible for the latest notification.

2. “Storm Event Restoration – Disincentive” will be measured by the calendar day in accordance with Paragraph C.5. above.

E. Basis of Payment

1. Pay Item                      Pay Unit
   Storm Event Restoration – Incentive     Each
   Storm Event Restoration – Disincentive   Calendar Day
2. All equipment, materials, etc. used in the restoration work will be paid for in accordance with Division 800 of the Standard Specifications.

3. Payment is full compensation for all other incidentals required to complete the restoration work included in the notification within the allowed time.

F. Environmental Commitments – Contractor Compliance

1. To provide payment for all plans, inspections, surveys, reports, travel, qualified inspection person’s, carrion removal, and any other subsidiary activities for the work of implementing threatened and endangered species commitments, temporary erosion control or any other environmental commitments prescribed in the contract.

2. Multiple visits to the project may be required to comply with environmental commitments prescribed in the contract.

G. Method of Measurement

1. No measurement is required.

H. Basis of Payment

1. Pay Item  
   Environmental Commitments – Contractor Compliance  
   Pay Unit  
   Lump Sum

2. Partial payments will be made as follows:
   a. The Department will pay 50 percent of the total amount bid for the item Environmental Commitments – Contractor Compliance within seven (7) calendar days after the Notice to Proceed Date.
   b. Upon completion of 50 percent of the Original Contract Amount, the Department will pay 30 percent of the amount bid for the item Environmental Commitments – Contractor Compliance.
   c. Upon completion of 75 percent of the Original Contract Amount, the Department will pay the remaining 20 percent of the amount bid for the item Environmental Commitments – Contractor Compliance.
   d. Failure to comply with any or all of the contract requirements, included for payment under the item of Environmental Commitments – Contractor Compliance, will preclude all payment for the item, including any previous payment.

3. Payment is full compensation for all work prescribed in the contract.

I. 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 Deficiency
Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.

2. The Engineer will issue a shut-down notice. All work on the contract shall cease until the corrective work has been completed. The Engineer may allow the Contractor to continue working in areas unaffected by the Immediate Action Deficiency, provided corrective actions are being actively performed on the deficiency.

3. Immediate Action Deficiencies are not eligible for an incentive payment.

4. The Contractor will be assessed a disincentive assessment of $1,000.00 per deficiency per calendar day for failure to begin corrective actions or failing to continue to completion as directed by the Engineer or by the regulatory agency with jurisdiction.

5. Examples of Immediate Action Deficiencies include but are not limited to:
   a. Threatened & Endangered Species habitat protection deficiencies
   b. USACE Section 404 Permit Noncompliance
   c. Petroleum Spills/Tank Leakage
   d. Hazardous Material Spills

J. Rights Reserved

1. The Department reserves the right to initiate and perform corrective action on any deficiencies which result from the Contractors’ actions, inactions, or for failure to comply with the NPDES Construction Stormwater General Permit, USACE Section 404 Permit, or any other applicable permit.

2. The Contractor shall be liable to the Department for any and all costs incurred by the Department for corrective actions taken by the Department.

3. It is expressly understood that the provisions of this specification shall not relieve the Contractor of their responsibilities nor shall it relieve the Surety of its obligation for and concerning any just claim.

4. The Contractor shall indemnify and save harmless the Department and all of its representatives from any and all actions or claims brought because of the Contractor’s actions, inactions, or for failure to comply with the NPDES Construction Storm Water General Permit, USACE Section 404 Permit, or any other applicable permit.
HAZARDOUS MATERIALS MANAGEMENT  
(2-1-1217)

Description

This work shall consist of minimizing the exposure of the environment, including waters of the state, to hazardous materials. This specification also includes the requirements for clean-up of releases of hazardous materials.

Material Requirements

1. Prior to beginning work on the project, the Contractor shall prepare a Spill Prevention and Control Plan (SPCP) that clearly states measures to prevent a spill, contain a spill, clean up a spill, dispose of contaminated materials and train personnel to prevent and control spills. The plan shall include the notification contacts, as well as the processes and timeframes to address the situation in the event that a spill occurs. The following shall be included in the plan:

   a. A site plan showing locations for loading of equipment and materials, storage of equipment and materials, equipment fueling and wash areas, portable toilet locations and waste disposal areas.

   b. Descriptions of the following that may be used on projects:

      i. Best Management Practices (BMPs) for secondary containment.

      ii. Description of spill response equipment and materials, including safety and clean up equipment.

      iii. Preventative inspection and maintenance techniques for equipment to minimize leaks.

      iv. Procedures for filling tanks and equipment to prevent spills.

      v. Procedures for containing, diverting, isolating and cleaning up a spill.

      vi. Procedures and BMPs to be administered at bridge and culvert sites to ensure that hazardous materials do not runoff.

         (1) When water is present, immediate action to contain and remediate a spill is required.

         (2) The Contractor shall notify the NDOT Project Manager and NDEQ upon release of any quantity of material to waters of the state. The NDOT Project Manager will notify the NDOT Environmental Section upon notification of a release.

      vii. Spill training agenda and materials for the Contractor’s staff and subcontractors.

   c. Identify individuals responsible for implementing the plan.
d. Specify how and when to notify appropriate authorities such as Nebraska Department of Environmental Quality and Nebraska State Patrol.

2. The Contractor shall provide and maintain a spill kit with appropriate materials to clean up minor spills on site as described in the Spill Prevention and Control Plan. A minor spill is defined as a release that is less than the reportable quantity for a given material and not entering waters of the state.

3. Material Safety Data Sheets (MSDS) shall be maintained on site for all hazardous materials being used or stored for the project. The MSDS Sheets shall contain reportable quantities and spill response information.

**Construction Methods**

1. The Contractor shall store paints, solvents, pesticides, petroleum products, and other hazardous materials in areas with secondary containment.

2. Hazardous materials storage, including portable toilets, shall be restricted to specific areas away from:
   
   a. vehicular traffic
   
   b. restricted areas shown on the plans
   
   c. waters of the state, including wetlands (50 feet minimum distance)
   
   d. Wellhead Protection Areas, unless designated in a Wellhead Protection Plan that has been approved by the local authority.

3. The Contractor shall inspect hazardous material containers weekly to ensure that all containers are clearly identified and that no leaks are present.

4. The Contractor shall inspect the site weekly to ensure that cleanup procedures are posted and that a spill kit is adequately stocked and readily available.

5. The Contractor shall verify and update the SPCP site maps as necessary during inspections to accommodate changes in the site.

6. A spill kit shall be readily available, in close proximity and appropriately stocked when applying petroleum based or other hazardous materials to bridge and culvert sites.

7. The Contractor shall develop, implement and maintain a training program regarding hazardous materials management. Training of the Contractor’s staff and subcontractors shall be conducted to ensure that workers are knowledgeable of the procedures, materials and equipment outlined in the SPCP. The Contractor shall maintain a database of individuals that have been trained.

   a. Specific hazardous materials and their handling procedures shall be discussed during safety briefings.
8. The Contractor shall maintain and provide to the Project Manager, upon request, a record of all spills occurring on site. This record shall include:
   a. The circumstances leading to the spill
   b. The date of the release
   c. Measures taken to resolve the incident
   d. Measures taken to prevent a reoccurrence

9. The Contractor shall follow NDEQ notification procedures for all spills in excess of a reportable quantity as defined by NDEQ Title 126 or the products MSDS Sheets. The NDOT Project Manager will notify the NDOT Environmental Section.

10. The Contractor shall follow all local, state and federal regulations associated with the release and/or cleanup, including disposal of the hazardous material.

**Method of Measurement and Basis of Payment**

1. Direct payment will not be made for work associated with Hazardous Materials Management, but is considered subsidiary to the items for which direct payment.

2. The Contractor shall solely bear all penalties and costs associated with the containment, cleanup, remediation and disposal of material associated with a spill.

**WORK ZONE TRAFFIC CONTROL SIGNS**

(4-3-1217)

The Department has adopted the FHWA 2009 Manual of Uniform Traffic Control (MUTCD) and the 2011 Nebraska Supplement to the MUTCD as the official guidance for work zone traffic control signs. Many work zone traffic control signs have been revised, redesigned, or replaced in the 2009 MUTCD (and 2011 Nebraska Supplement). Accordingly, all work zone signs shall comply with the following:

1. All signs, regardless of age, shall meet the design standards of the 2009 MUTCD (and 2011 Nebraska Supplement).

**TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES**

(4-3-1018)

Paragraph 19. of Subsection 422.04 in the Standard Specifications is void.
CONCRETE PATCHING OF STRUCTURES
(7-9-0718-A)

PART A: GENERAL

Description

1. This work shall consist of restoring existing structures with unsound, spalled and/or deteriorated concrete to its original limits.

2. Typical applications for Concrete Patching include (but not limited to) the following locations:
   a. Substructure repairs to: faces of concrete caps, girder seats, piers, and wing walls.
   b. Superstructure repairs to: concrete barriers and concrete bridge rails (except for major damage due to a collision), and edges of concrete bridge decks.

3. Concrete patching shall be performed at locations indicated on the plans and/or as directed by the Engineer.

Material Requirements

1. The following materials shall be used for Concrete Patching for each patch within the limits specified. Unless the material to be used is indicated on the plans, the Contractor shall have the option use one of the following materials:
      (1) Products appearing on the APL under “Pavement and Structural Patching Materials” may be used, provided that the use conforms with manufacturer requirements. Products suitable for vertical and overhead placement are shown on a continuation of this list.
      (2) Products used shall be described by the manufacturer for the purpose for which they are to be used (e.g. horizontal, vertical or overhead placement usage).
      (3) A minimum repair depth of 1.5 inches is required for Structural Patching Materials.
   b. Shotcrete
      (1) Shotcrete may be used on vertical and overhead placements.
      (2) Shotcrete materials shall be in accordance with the Part B Shotcrete section of this Specification.
      (3) A minimum repair depth of 1.5 inches, and a maximum repair depth of 6 inches, is required for Shotcrete.
c. Portland Cement Concrete: Classes 47B, 47BD, and 47B-OL

(1) Class 47B-3000 concrete may be used on vertical and horizontal substructure patches.

(2) Class 47BD-4000 concrete may be used on vertical and horizontal bridge rail and buttress patches.

(3) Class 47B-OL concrete may be used on vertical and horizontal bridge rail and buttress patches.

(4) A minimum repair depth of 2 inches, and incorporation of the existing reinforcing steel, is required to use Portland Cement Concrete for patching.

Equipment

1. Surface preparation equipment shall be of the following types:
   a. Concrete saws capable of sawing to a specified depth.
   b. Sandblasting equipment able to remove rust and concrete from exposed reinforcing bars. The equipment shall also be able to remove loose and fractured particles from the prepared concrete surface.
   c. Power-driven hand tools will be allowed with the following restrictions:
      (1) Jackhammers greater than the nominal 60-lb class shall not be used.
      (2) Jackhammers or chipping tools shall not be operated at an angle greater than 45 degrees measured from the concrete surface.
      (3) Chipping hammers greater than the 30-lb class shall not be used to remove concrete from around reinforcing bars.

Construction Methods

1. Concrete Preparation:
   a. The Contractor shall use a diamond blade to cut around the perimeter of the patch area to a depth of one inch.
   b. Unsound concrete shall be removed from the areas indicated in the plans or as directed by the Engineer.
      (1) The removal shall be removed in such a manner as not to damage any portion of the structure that is to remain in place.
      (2) Concrete shall be removed to a depth necessary to permit the placement of patching materials.
c. At points where removal of unsound concrete is adjacent to reinforcing bars or leaves bars exposed, the removal shall be continued so that at least a 3/4-inch clearance around the bar to allow for the placement and adhesion of new concrete to the entire periphery of the exposed bar.

(1) Care shall be exercised to prevent cutting or otherwise damaging the existing reinforcing bar. Damage to rebar that results in a section loss greater than 20% shall be repaired. Repairs to damaged reinforcing steel shall be performed by the Contractor as directed by the Engineer at no expense to the Department. Additional concrete removal and replacement necessary to repair damaged reinforcing steel shall be at no expense to the Department.

(2) Existing reinforcing steel that extends to within 1 inch of the finished surface shall be field bent to maintain the minimum clearance.

(3) Epoxy Coated Bar:

(i) Damaged epoxy coating on existing reinforcing steel shall be repaired according to Subsection 1021.03. This repair work shall be made at no expense to the Department.

(ii) Corroded epoxy coated bar shall be sand blasted and repaired in accordance with Subsection 1021.03. This shall be paid for as Extra Work.

d. The Contractor shall abrasive blast and clean all exposed reinforcing bars and all prepared concrete surfaces. All concrete surfaces that contact new material shall be clean and free of all contaminants, dust and laitance so as to ensure proper adhesion of the material to the concrete.

2. Anchorage and Reinforcement:

a. No additional anchorages are required for concrete patches that incorporate existing reinforcement.

b. For areas of concrete patches that are less than two inches in depth (or thickness), or concrete patches that do not incorporate existing reinforcement the following shall apply:

(1) At least three anchorages shall be used in each individual patch area:

(i) Overhead patches shall have anchorage installed at no more than 12 inches center to center.

(ii) Vertical patches shall have anchorage installed at no more than 18 inches center to center.

(iii) Horizontal patches shall have anchorage installed at no more than 30 inches center to center over the entire joining surface.
(2) Anchorages shall consist of one of the following:

(i) Epoxy coated rebar doweled into the existing concrete with epoxy adhesive in accordance with the Special Provision “Doweling Into Concrete Structures – Post Installed Adhesive Anchors”.

(ii) 1/4-inch diameter, corrosion resistant, anchor bolts in lengths suitable for anchoring new concrete to existing concrete.

(3) All anchorages shall be placed a minimum of 6 inches and a maximum of 12 inches from the edge of the patch.

3. Forming:

a. Forms shall be provided as required to re-establish faces, edges or corners of the concrete that has been removed.

b. Forms for Structural Patching Material shall only be used when allowed by the manufacturer.

4. Placement, temperature limitations, and curing:

a. Structural Patching Materials shall be prepared, placed and cured in accordance with the manufacturer’s instructions.

b. Shotcrete shall be placed and cured in accordance with the Shotcrete section of this Specification.

c. Portland Cement Concrete Classes 47B, 47BD, and 47BD-OL shall be placed and cured in accordance with Section 704.

Acceptance

1. The Engineer will visually inspect and sound all patched areas after curing and before final acceptance.

2. Shotcrete repairs shall be accepted in accordance with the requirements of Part B of this Specification.

3. Structural Patching Materials shall be on the Approved Products List and used in a placement position (horizontal, vertical or overhead) that conforms to the manufacture’s placement limitations.

4. Portland Cement Concrete Classes 47B, 47BD, and 47B-OL will be accepted in accordance with Section 704.

5. Remove, replace, re-inspect, and re-test all defective patches, as determined by sounding, visible cracks, or unacceptable cylinders.
Method of Measurement

1. All work done under the pay item "Concrete Patching" shall be measured by the Square Foot (SF) of the surface area of the patches, as determined by field measurement.
   a. The actual area of exposed surfaces of all accepted patches will be measured for payment, irrespective of depth or thickness of the patch.
   b. The surface area to be measured for payment will include all exposed surface of the repairs including flat or rounded surfaces (for example on caps, columns, or curbs) and surface separated by corners or edge lines. If a patch extends completely through a member or a slab, both exposed surfaces will be included.

Basis of Payment

1. Pay Item       Pay Unit
   Concrete Patching Square Foot (SF)

2. Supplemental reinforcement and anchorages are subsidiary to the concrete patching pay item.

3. Payment shall be full compensation for all labor, equipment, tools, materials and incidentals necessary to do the work.

PART B: SHOTCRETE

Description

1. This work consists of repairing the surface of concrete structures using Shotcrete where the depth or thickness of repair is less than 6 inches.

2. Shotcrete may be produced by either dry-mix or a wet-mix process.
   a. The wet-mix process shall consist of thoroughly mixing all the ingredients (except the accelerating admixtures), introducing the mixture into the delivery equipment and delivering the Shotcrete by positive displacement to the nozzle. The wet-mix concrete shall be air jetted from the nozzle onto the surface.
   b. The dry-mix process shall consist of pneumatically conveying a pre-bagged and commercially available dry concrete mixture through a hose to a nozzle where it shall be thoroughly mixing with water and air jetted onto the surface.

Project Submittals

1. At least 30 days before the planned start of repair, the following information shall be submitted to the Engineer for approval:
   a. Nozzlemen Qualification Submittals:
      (1) Proposed workers, including foremen, nozzlemen and delivery equipment operators, shall be fully experienced to perform the work. All Shotcrete
nozzlemen on this project shall have experience on at least 3 projects in the past 3 years in similar Shotcrete application work and shall demonstrate ability to satisfactorily place the Shotcrete.

(i) A nozzleman-in-training may perform the work providing an ACI certified nozzleman meeting the requirements of paragraph 1.a.(1) is supervising the nozzleman-in-training.

(2) Qualification of nozzlemen will be based ACI certification. The nozzlemen shall submit documented proof they are ACI certified as a Shotcrete Nozzleman and Nozzleman-in-Training (Dry-Mix Process) or Shotcrete Nozzleman and Nozzleman-in-Training (Wet-Mix Process).

b. Shotcrete Mix Submittals. The concrete used in the Shotcrete process shall be:

(1) A concrete mix design listed on the NDOT Approved Products List.

(2) A new mix design by meeting the requirements of the appropriate sections of this provision.

c. A narrative that describes the equipment that will be used for mixing and applying Shotcrete. This submittal shall include equipment specifications and operation manual.

d. A narrative that describes the proposed methods of Shotcrete placement, including a discussion for controlling and maintaining facing alignment.

2. The Engineer will accept or reject the contractor’s submittals within 15 days after the receipt of a complete submission.

a. For new Shotcrete mix designs, allow 35 days for testing and acceptance.

b. The contractor will not be permitted to begin repair until the submittal requirements are satisfied and found acceptable to the Engineer. Changes or deviations from the approved submittals shall be re-submitted for approval. No adjustment in contract time will be allowed due to incomplete or re-submitted submittals.
Material Requirements

1. All materials shall conform to the requirements in Table 1.

<table>
<thead>
<tr>
<th>Applicable Materials</th>
<th>Section</th>
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<tbody>
<tr>
<td>Aggregates</td>
<td>1033</td>
</tr>
<tr>
<td>Chemical admixtures (wet mix only)</td>
<td>1007</td>
</tr>
<tr>
<td>Curing material</td>
<td>1012</td>
</tr>
<tr>
<td>Portland cement</td>
<td>1004</td>
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<td>Fly Ash</td>
<td>1008</td>
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<tr>
<td>Reinforcing Steel</td>
<td>1020</td>
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<tr>
<td>Water</td>
<td>1005</td>
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<tr>
<td>Welded Steel Wire Fabric</td>
<td>1024</td>
</tr>
</tbody>
</table>

2. Shotcrete Aggregate

a. Fine aggregate shall be rounded particles conforming to AASHTO M 6 Class B including the reactive aggregate supplementary requirement, except as amended or supplemented by the following:

   (1) Material passing No. 220 sieve, AASHTO T 11 3.0% max.
   (2) Sand equivalent value, AASHTO T 176 75 min. referee method.

b. Coarse aggregate shall conform to AASHTO M 80 Class B, except as amended or supplemented by the following:

   (1) Los Angeles abrasion, AASHTO T 96 4.0% max.
   (2) Combine the aggregates to meet the designated gradation in Table 2.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent by Mass Passing Designated Sieve (AASHTO T27)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Grading Designation</td>
</tr>
<tr>
<td>3/4-inch</td>
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<tr>
<td>1/2-inch</td>
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<tr>
<td>3/8-inch</td>
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<td>10-30</td>
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<td>No. 100</td>
<td>2-10</td>
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</tbody>
</table>
3. **Storage and Handling**

   a. The Contractor shall deliver, store and handle materials to prevent contamination, segregation, corrosion or damage. The Contractor shall store liquid admixtures in accordance with the manufacturer's recommendations.

**Mix Requirements**

1. **Shotcrete Mix Acceptance:**

   a. The Shotcrete mix shall be one of the mixes on the NDOT Approved Products List.

   b. The contractor may substitute a new mix design by meeting the following requirements:

      (1) The Contractor shall construct test panels by spraying Shotcrete (representing the proposed mix) into wood forms with dimensions of at least 6 inches thick by 2-feet-by-2-feet in size. The test panels shall be cured according to AASHTO T 23, without immersing the panels.

      (2) The Contractor shall drill nine 3-inch diameter cores from each test panel according to AASHTO T 24. NDOT will immediately take possession of the cores and deliver them to the Materials & Research Central Lab.

      (3) NDOT will soak the cores in water for 40 hours immediately before testing. NDOT will test three cores from each test panel at 7 days and at 28 days. NDOT will perform compressive strength tests according to AASHTO T 23. All specified compressive strength requirements shall be satisfied before the Shotcrete mix design will be considered for acceptance. Shotcrete production may begin after compressive strength of 4,000 psi has been achieved.

2. Shotcrete shall not exceed 0.10% expansion at 28 days in accordance to ASTM C 1567.

3. The Contractor shall design and produce Shotcrete mixtures conforming to Table 3 for the type of Shotcrete specified. The design shall use the amount of water required to produce Shotcrete of suitable strength, consistency, quality, and uniformity with the minimum amount of rebound. The Contractor shall use the same material types and sources as submitted with mix design in the field trials and production work.

4. Synthetic fibers are required, and the Contractor shall add them to the mix in the proportions recommended by the fiber manufacturer.

5. Hydration stabilizing admixtures may be used to extend the allowable delivery time for Shotcrete. Dosage is based on the time needed to delay the initial set of the Shotcrete for delivery and discharge on the job. The design shall include discharge time limit in the dosage submittal. The dosage required to stabilize Shotcrete shall be determined using job site material and field trial mixtures. The extended-set admixture shall control the
hydration of all cement minerals and gypsum. The maximum allowable design discharge time is 3-1/2 hours.

a. If a hydration stabilizing admixture is used in the concrete mix, concrete shall be delivered and placed within the approved design discharge time limit. An approved and compatible hydration activator may be used at the discharge site to ensure proper placement and testing.

6. Dry Mixes shall be pre-bagged and commercially available and shall be on the NDOT APL with a minimum 6% silica fume.

a. The cement and admixtures and

b. Other additives (except accelerator) shall be mixed into a predampened homogeneous mass that thoroughly coats the aggregate before being fed thorough a vibratory screen into the placing equipment. Proper predampening shall be indicated by the ball-in-hand test as follows:

(1) When a small amount of mix is tightly squeezed, the resulting ball holds together or cracks slightly, but essentially remains whole.

(2) The mix has too little predampening moisture if the ball crumbles in discrete particles when hand is open and/or color is light gray.

(3) If moisture comes off on the hand, too much predampening moisture is in the mix.

c. The properly predampened dry mix shall be used within 45 minutes after mixing (15 minutes in hot weather conditions where the temperature is over 85°F). Any material that dries out of cakes after mixing shall be wasted.

d. Rebound material shall not be remixed or reused.

7. Wet Mix designs shall contain IP cement, silica fume, aggregate and synthetic fiber. Synthetic fibers shall be 3/4-inch long polypropylene present in small quantities (minimum 1.5lb/cy) to control plastic shrinkage cracking. Any other type of fiber requires the prior approval of the Engineer.

a. Air-entrainment and chemical admixtures may only be used in wet mix concrete. The cement, sand, admixtures (except accelerator), and water shall be thoroughly mixed in the mixer drum sufficient to produce Shotcrete of the required consistency. It must be uniform within each batch and uniform batch to batch when discharged into the placing equipment. Wet mix Shotcrete shall conform to the requirements of ASTM C94 unless otherwise specified.

b. The entire contents of the mixer shall be discharged from the drum before material for a succeeding batch is placed therein. A mix that becomes difficult to pump shall be discarded; otherwise, a batch shall be gunned within 1.5 hours of batching in normal weather and within 45 minutes during how weather conditions (temperatures over 85°F).

c. Rebound material shall not be remixed or reused.
8. The minimum 28-days design compressive strength of Shotcrete shall be 4,000 psi and the surface resistivity (permeability) per AASHTO TP 95 shall be greater than 37 Kohm-cm on a 4X8 cylinder.

9. The Contractor shall include the dosage and type of extended-set admixture with proposed mix and/or mix design. When requested, the admixture manufacturer shall provide the service of a qualified person to assist in establishing the proper dose of extended-set admixture and make dosage adjustments required to meet changing job site conditions.

### Table 3
Composition of Shotcrete

<table>
<thead>
<tr>
<th>Type of Shotcrete Process</th>
<th>Minimum Cement Content (kg/m³)</th>
<th>Maximum W/C* Ratio</th>
<th>Air Content Range (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wet (w/EA)**</td>
<td>325</td>
<td>0.45</td>
<td>5 min.</td>
</tr>
<tr>
<td>Dry (w/EA)**</td>
<td>325</td>
<td>0.45</td>
<td>5 min.</td>
</tr>
</tbody>
</table>

Notes:  
* W/C = Water/Cement (by weight)  
** EA = Entrained Air.

### Equipment

1. **Water Supply System**
   
a. The Contractor shall provide a water storage tank at the job site.

   b. The Contractor shall provide a positive displacement pump with a regulating valve that is accurately controlled to provide water in the pressures and volumes recommended by the delivery manufacturer.

2. **Mixing**
   
a. The Contractor shall use equipment capable of handling and applying Shotcrete containing the specified maximum size aggregate and admixtures.

3. **Air Supply System**
   
a. The Contractor shall use an air supply system capable of supplying the delivery machine and hose with air at the pressures and volumes recommended by the machine manufacturer.

   b. The Contractor shall provide an air hose and blowpipe to clear dust and rebound during Shotcrete application.

   c. Do not use air supply systems that deliver air contaminated with oil or other deleterious materials or are incapable of maintaining constant pressure.
4. Delivery Machine

a. The Contractor shall use a delivery machine capable of supplying material to the delivery hose at a uniform rate.

b. The placing equipment shall be equipped with accurate gauges to indicate the air pressure and water pressure and with devices capable of accurately controlling the air pressure at any level between 50 psi and 80 psi, the water pressure at any level between 50 and 100 psi, and the rate of application of water at the nozzle.

c. The ejection from the nozzle shall adhere to the treated surface with minimum rebound and maximum density when the nozzle is held in the range of 3 to 6 feet from the target surface.

Construction Methods

1. The following Concrete Removal and Preparation of the Surface are in addition to the requirements of Part A of these Specifications.

a. Existing concrete and reinforcement shall be removed and prepared in accordance with the general section of the specification. Anchorages shall be installed as required by Part A.

b. After concrete removal, and within 24 hours before placing the Shotcrete, blast clean all surfaces to which the Shotcrete is to bond, including exposed reinforcing steel, existing concrete, and the work face of any previously placed Shotcrete, to remove all spalls, laitance, and contaminants detrimental to the achievement of an adequate bond.

   (1) Drench the prepared masonry surface with water and keep the prepared surface wet during the 2 hours preceding the placement of the Shotcrete.

   (2) Ensure that all surfaces are damp, but without free water, complying with Surface Saturated Dry (SSD) condition while placing Shotcrete.

2. Pressures

a. Use at least 35 pounds per square inch pneumatic pressure at the cement gun in placing the mixed material.

   (1) If more than 100 feet of hose or a greater lift than 25 feet is used, increase the pressure proportionately.

   (2) Maintain the water at a uniform pressure of not less than 25 pounds per square inch above the pressure of the air on the gage at the cement gun.

3. Pre-placement Meeting

a. Prior to the start of work, a pre-placement meeting shall be scheduled by the contractor with the Prime Contractor, Shotcrete Subcontractor and the Engineer in attendance.
4. **Application of Shotcrete**
   
a. Place the premixed dry cement and sand by pneumatic equipment with the proper amount of water applied in the mixing nozzle for the correct placement consistency.

b. Apply the Shotcrete as dry as practical to prevent shrinkage cracking. Use shooting strips to ensure square corners, straight lines, and a plane surface of Shotcrete, except as otherwise permitted by the plans or approved by the Engineer.

c. Place shooting strips so as to keep the trapping of rebound at a minimum. At the end of each day’s work, or similar stopping periods requiring construction joints, slope the Shotcrete off to a thin edge.

d. In shooting all surfaces, ensure that the stream of flowing material from the nozzle impact as nearly as possible at right angles to the surface being covered, and hold the nozzle 2 to 4 feet from the working surface.

e. Apply a sufficient number of Shotcrete coats to obtain the required thickness. Finish Shotcrete repairs flush with the original masonry surface, except as noted for areas of exposed reinforcing steel.

   (1) On vertical and overhead surfaces, do not apply any coat thicker than 1 inch, except as the Engineer approves, and place each coat so that it will neither sag nor decrease the bond of the preceding coat.

   (2) If a successive coat is applied on Shotcrete that has set for more than 2 hours, clean and dampen the Shotcrete surface in accordance with paragraph 1. of this Section.

   (3) Remove deposits of rebound from previous shooting, whether loose or cemented.

5. **Finishing**

a. After the Shotcrete has been placed to the desired thickness, cut off all high spots with a sharp trowel or screed them to a true plane as determined by shooting strips or by the original masonry surface, or as directed by the Engineer.

   (1) If using screeds, apply them lightly to all surfaces so as not to disturb the Shotcrete for an appreciable depth, and work them in an upward direction when applied on vertical surfaces.

   (2) For surfaces exposed to the traveling public, give the finished Shotcrete surface a flash coat about 1/8-inch thick. Take special care to obtain a uniform appearance on all exposed surfaces.
b. Taper construction joints to a thin edge over a distance of at least 1 foot. Wet the joint surface before placing additional Shotcrete on the joint. Do not use square construction joint.

c. Unless otherwise specified, the final surface finish should match existing adjacent concrete.

6. Protection and Curing

a. Except as described below, the contractor shall wet-cure the Shotcrete surface in accordance with Section 704.

(1) For overhead patches where wet curing is not practicable, apply white curing compound to the final exposed Shotcrete surface according to Section 603. The surface of the Shotcrete shall be white as a sheet of white paper.

b. The Contractor shall protect and maintain Shotcrete during curing in accordance with Section 704.

Acceptance

1. After curing and before final acceptance, visually inspect and sound all patched areas.

2. Compressive strength will be evaluated by ASTM C 109, Standard Test Method for Compressive Strength of Hydraulic Cements (Using 2-inch Cube Specimens). Two sets of three of 2-inch cubes will be made daily in the field. Three cubes will be tested and averaged for the final design strength of 4,000 psi in 28 days. If the compressive strength is less than 70% at 7 days, then the Engineer may require the concrete to be removed and replaced.

3. The Engineer will have authority to accept or reject the Shotcrete work.

a. Shotcrete that is not in accordance to the project specifications may be rejected either during the Shotcrete application process, or after work is completed.

b. Shotcrete surface defects shall be repaired as soon as possible after placement at no cost to the Department.

c. Shotcrete that exhibits segregation, honeycombing, voids or sand pockets shall be removed and replaced at no cost to the Department.

d. In-place Shotcrete determined to not meeting the specified strength requirement will be subject to removal and replacement at no cost to the Department.
CARBON FIBER REINFORCED POLYMER (CFRP)

Description

These specifications describe a Carbon Fiber Reinforced Polymer (CFRP) repair system, which comprises the:

- Materials system specified, including the fiber material, physical form of the fiber material, resin, primer, and adhesive as applicable,
- Installation process,
- System manufacturer,
- Supplier, and
- Installer.

Material Requirements

1. The CFRP System shall consist of dry fiber-fabric sheets saturated with an epoxy resin (wet lay-up) and shall be in accordance with inspection and acceptance criteria provided below and in accordance with AASHTO MP 2213.

<table>
<thead>
<tr>
<th>Properties at 72 ± 2° F (22 ±1° C)</th>
<th>Minimum Values</th>
<th>ASTM Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ultimate Tensil Strength in Primary Fiber Direction</td>
<td>500 pounds per inch of width (87.6 kN per meter of width)</td>
<td>D 3039</td>
</tr>
<tr>
<td>Ultimate Tensile Strength at 90° to Primary Fibers</td>
<td>500 pounds per inch of width (87.6 kN per meter of width)</td>
<td>D 3039</td>
</tr>
<tr>
<td>Tensil Modulus of Elasticity</td>
<td>2000 ksi (13,790 mPa)</td>
<td>D 3039</td>
</tr>
<tr>
<td>Glass Transition Temperature – a minimum sample size of 10 shall be used in the calculation of these values</td>
<td>150 °F</td>
<td>E 1640 or D4065</td>
</tr>
</tbody>
</table>

2. Store and handle materials according to the manufacturer’s recommendations, except as modified by this specification. Protect materials from dirt, moisture, chemicals, extreme temperatures and physical damage. Do not use components exceeding their shelf life. In case of conflict between manufacturer’s recommendations and the requirements listed in this specification, the Engineer will determine which governs.
**Inspection, Evaluation, and Acceptance**

1. Acceptance and approval of a CFRP system will be on the basis of manufacturer, product brand name, testing evaluation.

2. Approved manufacturers and brand names of CFRP laminate systems are listed in Table 2 below.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Fiber Fabric</th>
<th>Epoxy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sika Corporation</td>
<td>SikaWrap Hex 113C</td>
<td>Sikadur 330</td>
</tr>
<tr>
<td>BASF Construction Chemicals</td>
<td>MBrace CF 130</td>
<td>MBrace Saturant and Primer</td>
</tr>
<tr>
<td>Fyfe Corporation</td>
<td>Tyfo BCC Composite</td>
<td>Tyfo S Epoxy</td>
</tr>
</tbody>
</table>

3. To obtain approval for a CFRP laminate system, the manufacturer shall submit the following items to the NDOT Project Manager:
   - Product identification including brand name and product number;
   - Current Material Safety Data Sheet (MSDS);
   - Complete manufacturer’s recommendation for usage;
   - Acceptable test results showing the submitted FRP laminate system conforms to the requirements listed within this specification.

4. NDOT Materials and Research will evaluate the material based on the submitted test results for approval and if necessary, will test the material.

5. Approval of a CFRP laminate system may be withdrawn because of deficient monitor test results, product changes made after original approval, or unsatisfactory field performance.

6. NDOT Materials and Research may sample and test CFRP laminate systems at any time to verify compliance with specification requirements.

**Construction**

1. **SURFACE PREPARATION**
   a) Ensure that, where shown on the plans, corners are rounded and smoothed to a surface finish in compliance with these specifications prior to the application of fiber laminate system. Surface finish consists of finishing the surfaces of the structure to produce smooth even surfaces of uniform texture and appearance that are free of unsightly bulges, depressions, and other imperfections in accordance with the manufacturer’s specifications and recommendations. Use power sanders or other approved abrasive means to achieve a smooth even surface of uniform texture and appearance. Repaired defects in the base concrete, such as spalls, chips, and hollow areas as shown in the contract documents shall be cured a minimum of the manufacturer’s recommended time or 1 day for epoxy material prior to the application of the fiber laminate system.
b) Ensure surfaces to receive CFRP laminate are free from fins, sharp edges, and protrusions that will cause voids or depressions behind or within the installed CFRP laminate, or that in the opinion of the Engineer will damage the fibers. Voids or depressions are defined as volumes greater than 0.5 inch (12.5 mm) in diameter by 0.125 inches (3 mm) deep. Fill existing uneven surfaces to receive FRP laminate, including voids or depressions, with a CFRP system compatible epoxy or epoxy-based filler.

2. APPLICATION CONDITIONS

a) Ensure the contact surfaces at any stage of installation are completely dry and free of dust and other contaminants at the time of application of the CFRP laminate. Mix and apply the epoxy resin components only when their temperatures and the ambient temperature are between 45° F (7° C) and 95° F (35° C). Apply the FRP laminate when the relative humidity is less than 90% at the site and the surface temperature is more than 5° F (3° C) above dew point.

b) Replace or repair CFRP laminate damage caused by the elements at no additional cost to the Contracting Authority.

c) With the Engineer’s written approval, the Contractor may provide suitable enclosures to permit application and curing of the CFRP laminate during inclement weather. Control atmospheric conditions artificially inside the enclosures within limits specified for application and curing of the CFRP laminate.

d) During application of the CFRP system, maintain a Daily Installation Log. Make this log available to the Engineer for review. Provide the Engineer a copy at the completion of each day’s work. In the log provide materials certification data and application records for each installation. Include, at a minimum, the following information:

   i. Installation identification with column number, construction and installation requirements, including plans and drawings, or references there to.

   ii. Materials information including product description, date of manufacture, and lot or batch numbers.

   iii. Fabrication, inspection, and verification data for the manufacturing and construction operations including:

      1) Date and time of installation;

      2) Ambient temperature, relative humidity, and general weather observations and surface temperature of concrete;

      3) Surface dryness, surface preparation methods, and resulting profile using the ICRC-surface-profile-chips;

      4) Qualitative description of surface cleanliness;

      5) Type of auxiliary heat source, if applicable;
6) Widths of cracks not injected with epoxy;

7) Fiber-fabric sheets or pre-cured laminate batch number(s) and approximate locations of the structure;

8) Batch numbers, mixture ratios, mixing times, and qualitative descriptions of the appearance of all mixed resins, including primers, putties, saturants, adhesives, and coatings mixed for the day;

9) Observations of progress of cure of resins;

10) Conformance with installation procedures;

11) Location and size of any delaminations or air voids;

12) Level of curing on resin in accordance with ASTM D2582; and

13) Adhesion strength.

3. APPLICATION OF SYSTEM

   a) Use automated equipment to proportion and thoroughly mix the components of epoxy resin to within 5% of the specified mix ratio. Check the accuracy of proportions and mixing.

   b) Apply the resin within one hour after a batch has been mixed, or as recommended by the CFRP manufacturer. Measure and uniformly apply both epoxy resin and fiber sheet at the rates shown on the approved working drawings.

   c) Apply the fiber sheet to the surface using methods that produce a uniform tensile force distributed across the entire width of fiber sheet.

   d) Place successive layers of CFRP laminate materials before complete cure of the previous layer of epoxy to achieve complete bond between layers. After seven calendar days, or complete cure, a light surface sand blasting, cleaning with fresh water, and drying is required prior to placing additional layers.

   e) Maintain an epoxy application rate for each layer of CFRP laminate such that the fiber sheet is completely saturated.

   f) Undulations in the surfaces are not to exceed 0.25 inches per foot (20 mm per meter) in any direction. The cured CFRP laminate is to have a uniform thickness, density, and bond between layers and to lack porosity.

   g) Except as specified otherwise, roll or squeegee out entrapped air beneath each layer before the epoxy sets. Firmly bed and adhere each individual layer and ending of the CFRP laminate to the preceding layer.
h) An overlap length of 4 inches (100 mm) or that recommended by the CFRP manufacturer is required for splices in the fiber direction of individual layers. No horizontal overlap is required when placing parallel sheets.

i) Ensure the cured CFRP laminate system has uniform thickness, density, and bond between layers. Protect the system from exposure to rainfall or submersion for a period of at least 48 hours. Inspect the cured CFRP systems for defects consisting of external abrasions or blemishes, delaminations, voids, external cracks, chips, cuts, loose fibers, foreign inclusions, depressible raised areas, or fabric wrinkles. Apply the following criteria:

i. Each layer is to have full contact with the concrete surface or subsequent layers subject to the following tolerances. Repair or replace all defects or voids with a dimension greater than 1.5 inches (40 mm), defect areas greater than 1 square inch (650 mm), or defect areas with any dimension greater than 1 inch (25 mm) within 1 foot (300 mm) from another defect area of similar size, as determined by the Engineer.

ii. Surfaces of butted joints are to be flush with adjacent surfaces.

iii. Prior to preparing surfaces for painting, obtain the Engineer's approval for all repairs completed and cured.

4. PAINTING OF CFRP

a) Clean and paint exposed surfaces of CFRP laminates according to the project plans, this specification and the CFRP manufacturer's recommendations.

b) Lightly roughen surfaces to be cleaned and painted by uniform abrasive blasting using an abrasive no larger than 80 mesh. Do not allow the air pressure at the nozzle used for abrasive blasting to exceed 80 psi (550 kPa). Use abrasive of appropriate hardness to roughen the surface without damaging the fiber portion of the CFRP laminate. Do not expose the fiber portion of the CFRP laminate by the abrasive blasting operation. Abrasive blasting will not be required if the first coat of paint is applied within 48 hours after mixing the components for the final resin coating.

c) Remove dust and blast residue from all surfaces by flushing with clean water before painting.

d) Ensure all surfaces of the CFRP laminate are completely dry before applying a minimum of two finish coats of an exterior grade paint that is formulated to be system-compatible with the CFRP in compliance with the requirements in ASTM D 3359, Method A, with a minimum rating of 4A.

e) Apply the first finish coat in a minimum of two applications. Verify the total dry film thickness of all applications of the first finish coat is no less than 2 mils (50 μm).

f) Successive applications of paint are to be of such a shade as to contrast with the paint being covered.
g) Unless the Engineer approves otherwise, allow a minimum drying time of 12 hours between finish coats.

h) The second finish coat color is to match Federal Standard 595B No. 26408. The total dry film thickness of all applications of the second finish coat is to be no less than 2 mils (50 μm).

i) Apply the two finish coats in three or more applications to a total dry film thickness of no less than 4 mils (100 μm) or more than 8 mils (200 μm).

Basis of Payment

Payment for work done under the pay item “CARBON FIBER REINFORCED POLYMER” shall be paid at the contract unit price per SQUARE FOOT (SF). Payment shall be full compensation for furnishing all material, labor, and equipment required to complete the work according to the contract documents.

PORTLAND CEMENT

(10-8-1118)

Paragraph 1. of Subsection 1004.04 is void and superseded by the following:

1. Portland and Interground/Blended cements shall be on the Nebraska Qualified Material Vendors List (NQMVL).

   The reference to “the APL” in Paragraph 2. of Subsection 1004.04 is revised to “the NQMVL”.

Paragraph 2.a.(9) of Subsection 1004.04 is void and superseded by the following:

(9) Report test results per ASTM C 1567 at 28 days and/or AASHTO T 380 at 56 days.

Paragraph 3. of Subsection 1004.04 is void and superseded by the following:

3. Alkali Silica Reaction Requirements and Testing:

   a. Interground/Blended cement shall be tested according to the provisions of ASTM C 1567.

      (1) The mortar bars shall be composed of Type IP, IS or IT Interground/blended cement and sand/gravel from an approved Platte River Valley (Saunders County) and/or Elkhorn River (Madison County) aggregate source.
(2) The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28 days.

i. If the expansion is greater than 0.10% at 28 days, then the Interground/Blended cement shall be tested in accordance with AASHTO T 380 using sand/gravel from an approved Platte River Valley (Saunders County) and/or Elkhorn River (Madison County) aggregate source with an expansion not greater than 0.03% at 56 days.

Paragraph 2. of Subsection 1004.05 is void and superseded by the following:

2. Noncompliant material shall be tested in accordance with ASTM C 1567 and in accordance with Subsection 1004.04, Paragraph 3.a.(1).

   a. The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28 days.

   b. If the expansion for ASTM C 1567 is greater than 0.10% at 28 days, then the Interground/Blended cement shall be tested in accordance with AASHTO T 380 using the most reactive aggregate from the project with an expansion not greater than 0.03% at 56 days.

   c. If the expansion for ASTM C 1567 is greater than 0.10% at 28 days or if the expansion for the AASHTO T 380 is greater than 0.03% at 56 days, then the Interground/Blended cement shall be subject to removal, 40% pay, and/or removal from NDOT’s NQMVL in accordance with NDOT’s Acceptance Policy on Portland and Interground/Blended Cements.

BITUMINOUS LIQUID COMPOUNDS FOR CURING CONCRETE

(10-8-1217)

Subsection 1013.02 in the Standard Specifications is amended to include the following:

2. The Contractor has the option of using bituminous tack coat. The tack coat shall conform to all requirements of Section 504.

AGGREGATES

(10-8-1118)

Paragraph 2. of Subsection 1033.02 in the Standard Specifications is amended to include the following:

g. All Portland cement concrete aggregates - regardless of their source - will be sampled and tested by the Engineer for their potential alkali reactivity in accordance to ASTM C 1260. This testing is a part of the materials source and quarries approval process.

(1) The expansion shall not be greater than 0.57% at 28 days.
(2) If the expansion is greater than 0.57%, the aggregate shall not be used.

Paragraph 3.a.(8) of Subsection 1033.02 is void and superseded by the following:

(8) Lightweight pieces (measured by percent volume values) shall not exceed 0.5%.
For Class R aggregate, fine aggregate is defined as any material passing a No. 4 sieve.

Paragraph 3.b.(2) of Subsection 1033.02 is void and superseded by the following:

(2) The percent of clay lumps, shale, or soft particles shall not exceed the following amounts:

- Clay Lumps........................................... 0.5%
- Shale ................................................ 1.0%
- Soft Particles........................................ 3.5%
- Lightweight Pieces............................... 0.5%

Paragraph 3.b.(8) of Subsection 1033.02 is void.

PROPOSAL GUARANTY
(1-37-1217)

As an evidence of good faith in submitting a bid for this work, the bidder shall indicate the type of bid bond applied to this project in accordance with Subsection 102.14 of the Standard Specifications.

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