

# INFORMATIONAL PROPOSAL

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

NEBRASKA DEPARTMENT OF ROADS  
LETTING DATE: November 19, 2015

CALL ORDER: 405  
CONTROL NO. SEQ. NO.: M4068 001

CONTRACT ID: M40681  
PROJECT NO.: AFE-D014

TENTATIVE START DATE: 09/19/2016  
LOCATION: N-68, RAVENNA VIADUCT  
IN COUNTY: BUFFALO

CONTRACT TIME: 20 Working Days

BIDDER

GROUP 6 BRIDGE AT STA. 20+99.29

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

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

Required Provisions Supplemental to the

**Standard Specifications for Highway Construction**

**I. Application**

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

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

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

**II. Equal Opportunity**

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

April 4, 1995

### III. Employment of Labor

#### 1. General

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

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

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

#### 2. Payrolls

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

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

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

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

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

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

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

April 4, 1995

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

#### **IV. Safety and Accident Prevention**

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

#### **V. Subletting or Assigning the Contract**

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

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

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

April 4, 1995

**SPECIAL PROVISIONS  
FOR  
STATE  
PROJECT NO. AFE-D014**

**GENERAL CONDITIONS**

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on November 19, 2015, until 1:30 P.M.

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

The 2007 Edition of the Standard Specifications for Highway Construction, including all amendments and additions thereto effective at the date of the contract, are made a part of these Special Provisions, through reference.

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

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

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

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

**BIDDING PROPOSAL FORMS FOR THIS WORK WILL BE ISSUED AND A  
CONTRACT AWARDED TO A CONTRACTOR WHO IS QUALIFIED FOR BRIDGE OR  
SPECIALTY.**

**STATUS OF UTILITIES**

The following information is current as of September 25, 2015.

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

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

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

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

Any work necessary will be concurrent with construction.

## **STATUS OF RIGHT-OF-WAY**

All necessary right-of-way has been acquired.

### **SPECIAL PROSECUTION AND PROGRESS (General Requirements)**

1. There are no peak hours for this project.
2. All lanes shall be open to traffic when the Contractor is not working. Contractor shall maintain 2 lanes of traffic at all times.

### **SPECIAL PROSECUTION AND PROGRESS (Railroad Requirements)**

The following requirements shall apply to the work being performed on this project:

1. The Railroad's required clearance above any set of tracks is 23'-4". The Contractor shall be required to not have any equipment or personnel within this clear zone over any set of tracks at any time.
2. The Contractor shall be required to not drop any debris onto the Railroad Right of Way at any time.

## **ENVIRONMENTAL COMMITMENT**

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

To avoid unanticipated impacts:

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

To avoid impacts to the community:

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

To avoid Hazardous Material concerns:

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

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

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

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

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

1. The Contractor shall submit a plan to the NDOR regarding how he intends to accomplish bridge demolition or clearing and grubbing of the project to avoid conflict with nesting migratory birds.
2. The Contractor must submit a temporary erosion control plan tailored to fit the plan for clearing and grubbing.
3. If construction operations result in unavoidable conflict with nesting migratory bird's eggs or young, which will result in "taking" nests and their contents, the Contractor should notify the NDOR Project Manager (PM). The PM shall notify the Environmental Section of Planning and Project Development by telephone at 402-479-4766.
4. The NDOR Environmental Section will then determine if assistance in conducting the survey will be provided by the NDOR Environmental Section (if available) or from the USDA APHIS - Wildlife Services Office and arrange for assistance with the survey of nest numbers, bird species, etc. Results of the survey shall be maintained by the NDOR until project completion.
5. If the nesting survey is required, and the project was awarded prior to the nesting season, and the Contractor did not accomplish clearing/grubbing and/or work on bridge/culvert structures outside the nesting season, the Contractor will reimburse the Department of Roads for each survey required at \$1,000 per survey. If the project was awarded during the nesting season, and construction activities are such that clearing/grubbing and/or work on bridge/culvert structures



must be accomplished prior to any other activity on the project, then there will be no charge assessed for the initial survey. The Contractor is responsible for removing all trees surveyed, that do not contain active nests, and for taking appropriate measures on bridge/culvert structures, within 3 days of the survey. Reimbursement for additional surveys may be charged if the Contractor fails to remove the trees within 3 days of the survey, and requires an additional survey. Survey reimbursement will be determined on a project specific basis, considering the project timeline and associated activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. (1) If the extra work is not in the original contract, time extensions will be granted by determining the actual time necessary to accomplish the extra work.
- (2) If the extra work is the result of the addition of additional quantities of existing contract items, time extensions will be granted by either:
  - (i) determining the actual time necessary to accomplish the extra work; or
  - (ii) determining the additional time to be granted by comparing the value of the additional quantities of work to the total amount of the original contract when measurement of the actual additional time is not possible or practical.
- (3) In either case, only the time necessary to perform the extra work of the additional quantities of existing contract items when the extra work or the additional quantities of existing contract items are deemed to be the current controlling operation will be granted as a time extension.

- c. Increases in quantities of work associated with traffic control items measured by the day will not be considered for extending the contract time allowance. Overruns of traffic control items that are measured by methods other than time may be considered for extending the contract time allowance, but they must be deemed to be a controlling operation when the overrun of quantities occurs.

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

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

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

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

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

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

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

- 4. a. (1) Upon presentation by the Contractor of receipted bills, billing invoices, or such other documentation sufficient to satisfy the Engineer and verify the Contractor's or subcontractor's actual costs for the materials, payments may also be allowed for acceptable nonperishable materials purchased expressly to be incorporated into the work and delivered in the vicinity of the project or stored in acceptable storage places within Nebraska.
- (2) Materials not delivered and stored in the immediate vicinity of or on the actual project site must be clearly marked to identify the project on which they are to be used, must be segregated from similar materials at the storage site, and cannot be included in a supplier's inventory of material available for sale for other purposes.
- (3) All items eligible for partial payment as stored materials must be available for verification, sampling, and measurement.

- b. The amount to be included in the payment will be determined by the Engineer, but in no case shall it exceed 100 percent of the value of the materials documented. This value may not exceed the appropriate portion of the value of the contract item or items in which such materials are to be incorporated, nor shall the quantity in any case exceed the total estimated quantity required to complete the project.
- c. Payment will not be approved when the documented value of such materials amounts to less than \$1,000.00, when the progress of the work is not in accordance with the requirements set forth in Subsection 108.07, or when the material can reasonably be expected to be incorporated into the work and eligible for payment as completed work on a progress estimate within 15 days of being placed into storage.
- d. Deductions at rates and in amounts which are equal to the payments will be made from estimates as the materials are incorporated into the work.
- e. Payment for the materials shall not in itself constitute acceptance, and any materials which do not conform to the specifications shall be rejected in accordance with Subsection 106.05.
- f. The Contractor shall be responsible for all damages and material losses until the material is incorporated into the work and the work is accepted.
- g. Partial payment will not include payment for fuels, supplies, form lumber, falsework, other materials, or temporary structures of any kind which will not become an integral part of the finished construction.
- h. No partial payments will be made on living or perishable plant materials until planted.

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

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

**106.07 -- Buy America**

- 1. The Buy America rule requires that steel or iron materials be produced domestically, and only those products which are brought to the construction site and permanently incorporated into the completed project are covered. Construction materials, forms, etc., which remain in place at the Contractor's convenience, but are not required by the contract, are not covered.
- 2. To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

3. All manufacturing processes to produce steel or iron materials (i.e., smelting, and any subsequent process which alters the steel or iron material's physical form or shape, or changes its chemical composition) must occur within one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States, to be considered of domestic origin. This includes processes such as casting, rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material. The manufacturer shall include a statement on the material test report or certification that all material described above except the coating material is a domestic product.
4. Raw materials used in the steel or iron materials may be imported. All manufacturing processes to produce steel or iron materials must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel products. Waste products would include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks and the like. Also, steel trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw materials which is customary to prepare them for transporting are exempt from Buy America. The use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for steel and/or iron materials.
5. Notwithstanding this requirement, a minimum of foreign steel or iron materials will be permitted if its value is less than one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.
6. Upon completion of all work utilizing steel or iron products, the Prime Contractor shall furnish a letter to the State on company letterhead and signed by an officer of the company stating that documentation is on file certifying that all steel or iron materials brought to the construction site and permanently incorporated into the work complied in all respects with the Buy America requirements.

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

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

4. Site Approval:
  - a. When borrow is obtained from a borrow site or waste excavation is placed at sites which are not shown in the contract, or the Contractor plans to use a plant or stockpile site which is not shown in the contract, the Contractor shall be solely responsible for obtaining all necessary site approvals. The Department will provide the procedures necessary to obtain approvals from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Nebraska State Historical Society, Nebraska Game and Parks Commission, and Nebraska Department of Natural Resources on the NDOR website. The Contractor shall also be responsible for



obtaining a Discharge Number from the Nebraska Department of Environmental Quality (NDEQ) that allows work under the current Construction Stormwater Permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.

- b. It is anticipated that it may require 60 calendar days or more for the Contractor to obtain the necessary approvals. The Contractor will not be allowed to begin work at borrow or waste sites until the necessary approvals are obtained. No extension of completion time will be granted due to any delays in securing approval of a borrow or disposal site unless a review of the time frames concludes that there were conditions beyond the Contractor's control.

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

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

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

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

**108.01 – Subletting or Assigning of Contract**

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

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

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

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

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

### **ELECTRONIC SHOP DRAWINGS (A-43-0215)**

Paragraphs 5,6, and 7 of Subsection 105.02 of the Standard Specifications are void and superseded by the following:

5. a. The Contractor shall provide electronic working drawings in a Portable Document Format (PDF). The PDFs shall be sized to print on an 11x17 inch sheet of paper and have a minimum resolution of 300 dpi. Each sheet of the shop drawings shall have a space provided for an electronic stamp that measures 2.5 inches x 3.5 inches when printed.
- b. Electronic working drawing files shall be named with the following file naming format:  
  
Control Number\_Brief Description\_Date.pdf  
  
For example: 12345\_FloorDrains\_05Feb2015  
12345\_FloorDrainCoverLetter\_05Feb2015
- c. The project number, control number, and project location as it appears on the plans shall be shown on the front sheet of each Shop Drawing file. Structure numbers shall be included, if applicable.
6. No electronic working drawings shall be submitted to the Engineer unless they have been checked by the Contractor. The electronic submittal shall be accompanied by a Contractor's letter of approval in a PDF format. This letter shall also be named with the format shown in the example above. The letter of approval shall clearly indicate that the Contractor is responsible for any errors on the working drawings.
7. a. Electronic submittals shall be submitted by email to the following address:  
  
[DOR.ShopDrawings@nebraska.gov](mailto:DOR.ShopDrawings@nebraska.gov)  
  
b. Attachments shall be limited to 25 MB of data per email. Larger files shall be separated and sent in multiple emails.  
  
c. Electronic working drawings will only be accepted from the Prime Contractor.

8. Any reference to hard copy shop drawings in the contract shall be considered void.

## **BNSF RAILWAY COMPANY**

### **BNSF RAILWAY SPECIAL PROVISIONS FOR PROJECTS FOR STATE IMPROVEMENTS**

#### **1. CONTRACTOR REQUIREMENTS**

##### **1.1 General**

**1.1.1** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of N-68, Ravenna Viaduct.

**1.1.2** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at <http://www.e-railsafe.com>, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

**1.1.3** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Company which arise out of Contractor's work under this Agreement.

**1.1.4** Except as otherwise agreed to between Railway and Local, the Contractor must notify the (Local) at (308) 385-6265 and Railway's Manager of Public Projects; telephone number (913) 551-4964 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railroad's file DOT #083197G, RRMP 127.77.

**1.1.5** For any false work above any tracks, any excavations located within twenty-five (25) feet of the nearest track, and any intersecting slope from the plane of the top of rail on a 1½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to centerline of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of false work, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any false work, shoring or cribbing. All calculations must take into consideration Railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional Engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any false work over Railway's tracks. In no case will the Contractors be relieved of responsibility for results obtained by the implementation of said approved plans.

**1.1.6** Subject to the movement of Railway's trains, Railway will cooperate and make reasonable effort to assist the Contractor so that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by necessary Railway operations.

## **1.2 Contractor Safety**

**1.2.1** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site **[www.contractororientation.com](http://www.contractororientation.com)**. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through Internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

**1.2.2** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on-track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on-track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.contractororientation.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

### **1.3 Railway Requirements**

**1.3.1** The Contractor must take protective measures as are necessary to keep Railway facilities, including track ballast, free of sand, debris and other foreign objects and materials resulting from his operations. The Railway shall notify the Contractor of any damage to the Railway facilities resulting from Contractor's operations. The Railway will repair such damages and the cost of such repairs or replacement must be paid for by the Contractor.

**1.3.2** The Contractor must notify the Railway's Division Superintendent and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

**1.3.3** The Contractor must abide by the following clearances during construction:

- ◆ 25'-0" Horizontally from centerline of nearest track
- ◆ 23'-31/2" Vertically above top of rail (Temporary False work Clearance may be reduced to 21'-6" subject to Railway approval)
- ◆ 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- ◆ 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- ◆ 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- ◆ 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

**1.3.4** Any infringement within the clearances provided above due to the Contractor's operations must be submitted to Railway and must not be undertaken until approved in writing by the Railway. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval.

**1.3.5** The details of construction affecting the Railway's property and tracks not included in the contract plans must be submitted to the Railway by the Contractor for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

**1.3.6** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" (substantially in the form of Exhibit "F" of this agreement and in the form hereof) from the Railway prior to moving his equipment or materials across the Railway's tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.



**1.3.7** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1-(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any similar State law.

**1.3.8** In the event the Contractor shall in any manner move or disturb other property of the Railway, in connection with the use of the said property, then, and in that event, the Contractor shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed.

**1.3.9** In addition to Subsection 104.08 of the Standard Specification, the Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **1.4 Protection of Railway Facilities and Railway Flagger Services:**

**1.4.1** The Contractor must give Railway's Roadmaster James Heard, (telephone (402)753-2101) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to Union requirements.

**1.4.2** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- a-** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.
- b-** When any excavation is performed below the bottom of tie elevation, if , in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- c-** When work in any way interferes with the safe operation of trains at timetable speeds.
- d-** When any hazard is presented to Railway track, communications, signal, electrical or other facilities either due to persons, material, equipment or blasting in the vicinity.

- e- Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- f- Flagging services will be performed by qualified Railway flaggers.
- g- A flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railway Representative.
- h- Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

**1.4.3** The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Contractor. The estimated cost for one (1) flagger is \$1,600/10 hr/day for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

**1.4.4** The average train traffic on this route is 46 freight trains per 24-hour period at a timetable speed 60 MPH and 0 passenger trains at a timetable speed of N/A MPH.

## **1.5 Contractor General Safety Requirements**

**1.5.1** Work in the proximity of Railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by Contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

**1.5.2** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

**1.5.3** Workers must not work within 25 feet of the centerline of any track without an on-track safety strategy approved by the Railway's Project Representative. When authority is provided, every Contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the centerline of track.

**1.5.4** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

**1.5.5** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Company's Property by Contractor and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

**1.5.6** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

**1.5.7** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

**1.5.8** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.contractororientation.com**, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating hi-visibility work wear. Hearing protection, fall protection, gloves and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

**1.5.9** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the centerline of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must designate any proposed areas with concurrence of the Railroad's representative.

**1.5.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See Internet Engineering Contractor Safety Orientation program for more detailed specifications)

**1.5.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

**1.5.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200KV or below – 15 feet; 200 to 350 KV – 20 feet; 350 to 500 KV – 25 feet; 500 to 750 KV – 35 feet; and 750 to 1000 KV – 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## **1.6 Excavation**

**1.6.1** Before excavating, the Contractor must investigate to determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact Railway's Field Engineering Representative (John Caldwell, (913) 551-4564). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

**1.6.2** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. The Railway will grant no exceptions to the requirements of this section.

**1.6.3** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

**1.6.4** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

## **1.7 Hazardous Waste, Substances and Material Reporting**

**1.7.1** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

## **1.8 Personal Injury Reporting**

**1.8.1** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by fax to the Railway at 1 (817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

**NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION**

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St \_\_\_\_\_ 2. Date: \_\_\_\_\_ Time: \_\_\_\_\_  
County: \_\_\_\_\_ 3. Temperature: \_\_\_\_\_ 4. Weather \_\_\_\_\_  
(if non-Railway location)
5. Social Security # \_\_\_\_\_
6. Name (last, first, mi) \_\_\_\_\_
7. Address: Street: \_\_\_\_\_ City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_
8. Date of Birth: \_\_\_\_\_ and/or Age \_\_\_\_\_ Gender: \_\_\_\_\_  
(if available)
9. (a) Injury: \_\_\_\_\_ (b) Body Part: \_\_\_\_\_  
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.): \_\_\_\_\_

12. Treatment:  
? First Aid Only  
? Required Medical Treatment  
? Other Medical Treatment

13. Dr. Name \_\_\_\_\_ 30. Date: \_\_\_\_\_
14. Dr. Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_
15. Hospital Name: \_\_\_\_\_
16. Hospital Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_
17. Diagnosis: \_\_\_\_\_

**FAX TO  
RAILWAY AT (817) 352-7595  
AND COPY TO  
RAILWAY ROADMASTER FAX**

## 2. INSURANCE

The Contractor shall carry the following insurance coverage:

- A. **Commercial General Liability** insurance. This insurance shall contain broad form contractual liability with a single limit of **at least \$3,000,000** each occurrence or claim and an aggregate limit of **at least \$4,000,000**. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury.
- Property damage.
- Fire legal liability.
- Products and completed operations.

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance**:

- The employee and workers compensation related exclusions in the above policy apply only to Contractor's employees.
- The exclusions for railroads (except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Waiver of subrogation.

- B. **Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of **at least \$3,000,000** per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage.
- Any and all motor vehicles including owned, hired and non-owned.

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance**:

- The employee and workers compensation related exclusions in the above policy apply only to Contractor's employees.
- The exclusions for railroads (except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) **if required by law.**

- C. **Workers Compensation and Employers Liability** insurance including but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit
- \$500,000 each employee

If Workers Compensation Insurance will not cover the liability of Contractor in states that require participation in State Workers' Compensation Fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of State approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Umbrella or Excess Policies** in the event Contractor utilizes Umbrella or Excess Policies, these policies shall "follow form" and afford no less coverage than the primary policy.
- E. **Railroad Protective Liability** insurance naming only the Railway as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

#### Other Requirements

- F. Punitive damage exclusion must be **deleted, which deletion shall be indicated on the certificate of insurance.**
- G. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Railway. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under its care, custody and control. With the exception of the umbrella or excess policies, Contractor's insurance shall be primary with respect to any insurance carried by the Railroad, other than a Railway Protective Policy. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Railway as an additional insured. **Severability of interest and naming Railway as an additional insured shall be indicated on the certificate of insurance.**
- I. Prior to commencing the work, Contractor shall furnish to Railway original certificate(s) of insurance evidencing the required coverage, endorsements and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railway in writing of any cancellation or material alteration. **Upon request from Railway, a certified duplicate original of any required policy shall be furnished.**
- J. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- K. Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges, with the exception of the umbrella or excess policies, that Contractor's insurance shall be primary with respect to any insurance carried by the Railroad, other than a Railroad Protective Policy.



- L.** If Contractor fails to procure and maintain insurance as required, Railway may elect to do so at the cost of Contractor plus 25% administration fee.
- M.** The fact that insurance is obtained by Contractor or Railway on behalf of Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

### **3. ADDITIONAL RIGHT OF WAY**

**3.1** The Department right-of-way plans show the permanent and temporary easements acquired, or to be acquired by the Department for this project. Any additional land or easements that the Contractor may desire for the construction of the project shall be provided by the Contractor at its own expense.

## **BNSF INDEMNITY PROVISION**

The State agrees to insert the following provision in any contract in which State's Contractor will have access to The Railway property:

To the extent allowed by law, Contractor hereby releases and shall indemnify, defend and hold harmless The Railway, its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs and reasonable attorneys' fees) of any nature, kind or description of any person (including, without limitation, the employees of the parties hereto and the employees of The Railway) or entity directly or indirectly arising out of, resulting from, or related to (in whole or in part) (i) the use, occupancy or presence of State, its Contractors, subcontractors, employees or agents, in, on, or about the construction site; (ii) the performance or failure to perform by the Contractor, its subcontractors, employees, or agents, its work or any obligation under this Agreement; or (iii) the sole or contributing acts or omissions of Contractor, its subcontractors, employees, or agents, in, on, or about the construction site. Contractor further agrees to appear and defend in the name of The Railway, any suits or actions brought against The Railway, on account of any personal injury or death, and loss or damage to or destruction of Property, and to pay and satisfy any final judgment that may be rendered against The Railway and any such suit or action, to the extent such suits, actions, or judgments were not solely caused by, or arising out of, the acts or omissions of Railway, its employees, agents, servants, successors or assigns. THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE, EXCEPT (I) TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE ACTIVE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE RAILWAY, OR (II) FOR CLAIMS ARISING SOLELY OUT OF THE NEGLIGENT ACTIONS OF THE RAILWAY EMPLOYEES, SERVANTS OR AGENTS.

**PERCENTAGE OF COST OF WORK WITHIN RAILROAD RIGHT-OF-WAY**

The following information is furnished to aid in the determination of a proper premium for the Railroad Protective Liability Insurance required elsewhere in these special provisions.

**RAILROAD PROTECTIVE POLICY DATA SHEET**

Railroad: BNSF Railway Company

Railroad Contact: Bentley Tomlin

Title: Manager Public Projects

Address: 4545 Kansas Avenue, Kansas City, KS 66106

Telephone Number: (763) 782-3492

Project Number: AFE-D014

Project Location: N-68, Ravenna Viaduct

Type of Project: Repair

No. of trains/day: Total: 46

Freight or Coal: 46 Speed: 60 mph Passenger 0 Speed N/A mph

No. of Tracks: Mainline 2 Branchline 4

Project Over RR: No  Yes  Project Under Railroad: No  Yes

Railroad Shoo-fly Required: No  Yes

Project Parallel to RR: No  Yes  If Yes, Number of Miles N/A

Crossings on State Highway or City Street System: No  Yes

If Yes, Number of Crossings 1 @ DOT #083197G, RRMP 127.77

Pavement or Overlay up to Crossing on County or City Road: No  Yes

If Yes, Number of Crossings N/A

Work to be done by Railroad Flagging

It shall be the contractor's responsibility to contact the railroad for additional information needed to purchase the Railroad Protective Policy.

The percentage of work within railroad right of way that is within 50 feet (15.25 meters) of any railroad track shall be covered by railroad protective insurance. The railroad's ownership of right of way that extends beyond 50 feet (15.25 meters) from the closest track shall be covered under regular Contractor's Public liability and Property Damage Insurance in the amounts specified in this contract.

<u>Group</u>	<u>Approximate Percent of Work Within 50 feet (15.25 meters) of Nearest Track</u>	<u>Approximate Percent of Work on RR/ROW Not Within 50 feet (15.25 meters) of Nearest Track</u>	<u>Description of Work</u>
<u>All</u>	<u>100 %</u>	<u>-- %</u>	<u>--</u>

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

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

**107.13 – Liability Insurance**

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

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

- h. Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
  - i. Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
  - j. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.
2. Automobile Liability:  
Limits of at least:  
\$ 1,000,000 CSL per Accident
- a. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
  - b. If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
  - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads, shall be added to the policy.
  - d. Automobile liability coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
3. Workers' Compensation:  
Limit: Statutory coverage for the State where the project is located.  
Employer's Liability limits: \$500,000 Each Accident  
\$500,000 Disease – Per Person  
\$500,000 Disease – Policy Limit
- a. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
  - b. Workers' compensation coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
  - c. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.
4. Umbrella/Excess:  
Limits of at least:  
\$1,000,000 per Occurrence
- a. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.

- b. The State of Nebraska, Department of Roads, shall be an “Additional Insured.”
  - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of subrogation in favor of the State of Nebraska, Department of Roads shall be provided.
5. Pollution Liability:
- a. When “hazardous wastes” or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
  - c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as “extra work.”
6. Additional Requirements:
- a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.
  - b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
  - c. (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.  
(2) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1, 4, and 5.  
(3) (i) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 2.  
(ii) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.  
(iii) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
  - d. Any insurance policy shall be written by an insurance company with a Best’s Insurance Guide Rating of A – VII or better.

- e. Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Roads as the certificate holders.
- f. For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the Department when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the Department at the address listed below by mail (return receipt requested), hand-delivery, or facsimile transmission within 2 business days of receipt by Contractor of any such notice from an insurance carrier. Notice shall be sent to:
  - Nebraska Department of Roads
  - Construction Division --- Insurance Section
  - 1500 Highway 2, P.O. Box 94759
  - Lincoln, NE 68509-4759
  - Facsimile No. 402-479-4854
- g. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- h. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- i. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

## **CONSTRUCTION DETAILS**

### **TEMPORARY WATER POLLUTION CONTROL (B-3-1014)**

Section 204 in the Standard Specifications is void.

**CONSTRUCTION STORMWATER MANAGEMENT CONTROL  
(B-3-1014)**

**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  
(B-3-1014)**

**A. General**

1. The maximum exposed surface area for the Contractor's operations in excavation, borrow, and embankment is 18 acres (72,800 m<sup>2</sup>) plus an equal area of clearing and grubbing/large tree removal. A written request for an increase in the maximum exposed surface area may be approved by the Engineer. 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  
(B-3-1014)**

**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 NDOR Erosion and Sediment Control Inspector Certification is obtained by completing an Erosion and Sediment Control Inspector Training Course provided by the Nebraska Department of Roads and passing the examination that accompanies the training.
  - 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  
(B-3-1014)**

**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
  - x. NPDES Construction Stormwater Permit (within Right-of-Way limits, only)
  - xi. Conservation Measures
  - xii. Migratory Bird Treaty Act
  - xiii. Bald and Golden Eagle Protection Act Compliance
  - xiv. Other pertinent issues
- c. The Contractor shall provide information for the following, when applicable:
  - i. Temporary Erosion Control Plan
  - ii. Spill Prevention and Control Plan
  - iii. Migratory Bird Treaty Act Compliance Plan
  - iv. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments
  - v. Name and telephone number of the employees that are NDOR-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)  
(B-3-1014)**

**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 NDOR 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 meeting 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 1<sup>st</sup> or after September 1<sup>st</sup>
  - ii. Tree removal prior to April 1<sup>st</sup> or after September 1<sup>st</sup>
  - iii. Clearing empty nests on structures prior to April 1<sup>st</sup>
  - 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 NDOR’s Avian Protection Plan located at:  
<http://www.transportation.nebraska.gov/environment/guides/avian-protection-plan.pdf>

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 (B-3-1014)**

#### **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 time frame 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 (7<sup>th</sup>) calendar day after the Initial Notice Date or within an approved extension, a Shut-Down Notice will be issued on the eighth (8<sup>th</sup>) 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 (8<sup>th</sup>) 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**

- |   |  |                 |                      |
|---|--|-----------------|----------------------|
| <ol style="list-style-type: none"> <li>1. <b>Pay Item</b><br/>Storm Event Restoration – Incentive<br/>Storm Event Restoration – Disincentive</li> </ol> | <table border="0"> <tr> <td style="vertical-align: top;"><b>Pay Unit</b></td> </tr> <tr> <td>Each<br/>Calendar Day</td> </tr> </table> | <b>Pay Unit</b> | Each<br>Calendar Day |
| <b>Pay Unit</b>   |  |                 |                      |
| Each<br>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 persons 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**

- |  |   |                 |          |
|--|---|-----------------|----------|
| <ol style="list-style-type: none"> <li>1. <b>Pay Item</b><br/>Environmental Commitments – Contractor Compliance</li> </ol> | <table border="0"> <tr> <td style="vertical-align: top;"><b>Pay Unit</b></td> </tr> <tr> <td>Lump Sum</td> </tr> </table> | <b>Pay Unit</b> | Lump Sum |
| <b>Pay Unit</b>  |   |                 |          |
| 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.

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

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

**TEMPORARY TRAFFIC CONTROL DEVICES  
(Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and  
Vertical Panels)  
(D-6-1112)**

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

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

**FHWA Luminance Factor**

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

- e. When approved by the Engineer or shown in the plans, 42" (1070 mm) reflective cones may be used in lieu of Type II Barricades or Reflectorized Drums. 42" (1070 mm) reflective cones shall include a 30-pound (14 kg) rubber base and display four 6-inch (150 mm) wide bands of retroreflective sheeting, alternating fluorescent orange - white - fluorescent orange - white. 42" (1070 mm) reflective cones shall not be used for lane-closure tapers or shifts.
- f. Rubber base-mounted 36-inch vertical panels shall not be used for channelization when the speed limit exceeds 40 miles per hour.

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

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

- (ii) Vertical Panels shall be measured for payment as permanent "Sign Days" (by the each) by the number of calendar days each vertical panel unit is in place and positioned as shown in the plans or as directed by the Engineer.

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

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

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

### **WORK ZONE TRAFFIC CONTROL SIGNS (D-6-1212)**

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

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

### **LEAD-BASED PAINT REMOVAL (G-18-1214)**

Paragraph 1. of Subsection 732.01 in the Standard Specifications is void and superseded by the following:

This work consists of the removal of lead-based paint and the removal of lead-based painted structural steel members which may involve abrasive removal of paint (i.e., sandblasting, scraping), the cutting of members, and the collection, site storage and disposal of all paint debris waste generated during the process of removal or modification of the existing structure. This work shall be done in accordance with this specification and the method statement as approved by the Engineer. The collected paint debris waste will be characterized as hazardous waste and is subject to hazardous waste regulations.

## **TIE ROD PROTECTION BOOTS/FLASHINGS**

### **Description**

At the locations where the tie rods emerge from the top of the deck surface, protective boots/flashings shall be installed to prevent the entrance of water or contaminants into the tie rod anchorages.

### **Materials**

The type of pipe boot/flashing shall be:

Retrofit Master Flash Black EPDM - part no. RF101BP  
Aztec Washer Company  
13821 Danielson Street  
Poway, CA 92064

The adhesive/sealant used to install the boot/flashing shall be suitable for use on EPDM, steel and concrete. Either M-1 or DuraLink sealant by Chem Link is recommended. Fasteners shall be of a type designed for installation in concrete, as shown in the plans.

### **Pre-Construction Demonstration**

Before beginning the installation process, the Contractor shall demonstrate to the Engineer that the installation can be performed effectively, producing the required result. The demonstration shall be performed on the site, at a tie-rod location chosen by the Engineer. Tools and devices used by the Contractor, including those improvised by the Contractor, specifically for this installation, shall be approved by the Engineer.

### **Preparation and Sealing of Deck to Hanger Connections**

Before installing the pipe boots/flashings prepare the tie rod anchorages as follows:

1. All existing sealer shall be removed from around tie-rods within the sleeve in the deck and stringer concrete. The surfaces of the tie-rod to which EPDM boots will be attached, shall be clean and free of foreign material and corrosion and painted as required.
2. The space around the tie rods shall be thoroughly cleaned and dried with compressed air which shall be blown into the sleeves at all levels via a tube, to be inserted into the sleeve. The tube shall be of sufficient length to reach the bottom of the sleeve.
3. The space within the sleeves surrounding the tie-rods shall be entirely filled with an approved product (silicone joint sealer) from the bottom up using an applicator gun with a tube or tubes of sufficient length to reach the bottom of the sleeve.
4. Silicone joint sealer shall be from the Approved Product List and used as prescribed by the manufacturer, as applicable. Otherwise the Contractor shall be instructed by the contract documents and the Engineer.

5. After curing of the silicone joint sealer, EPDM boots shall be installed. All surfaces to which adhesive is to be applied shall be thoroughly clean and dry before installation.

### **Installation**

1. The instructions of the manufacturer shall be followed to the extent applicable.
2. After sizing the flashing for the tie rod, confirm that the material of the flashing must stretch slightly to fit around the tie rod.
3. The Contractor shall avoid damage to concrete from drilling or other operations. All surfaces to be bonded shall be thoroughly free of contaminants or foreign matter before application of bonding agents.
4. The boots/flashings shall be aligned so that no distortion is introduced by attachment. Seal all locations indicated by the manufacturer's instructions or the plans, as applicable. Install cable ties as directed.
5. Seams, for the outside anchorages, shall be placed facing the edge of the bridge deck. Seams, in the middle of the bridge, shall be placed consistently in one direction.

### **Basis of Payment**

Payment shall be made for the pay item "SEAL HANGER TO DECK CONNECTION" by the each (EA). Payment shall be full compensation for each tie rod anchorage/deck connection sealed, in accordance with the contract documents and manufacturer's instructions.

Payment shall be made for the pay item "TIE ROD BOOT" by the each (EA). Payment shall be full compensation for each tie rod boot, installed in accordance with the contract documents and manufacturer's instructions.

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

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

\* \* \* \* \*

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CONTRACT ID: M40681

PROJECT(S): AFE-D014

CALL ORDER NO.: 405

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 1 GROUP 6 BRIDGE AT STA. 20+99.29 1-174'-0" SPAN STEEL ARCH BRIDGE						
0001	0001.08 BARRICADE, TYPE II	1200.000 BDAY	0.50000		600.00	
0002	0001.10 BARRICADE, TYPE III	40.000 BDAY	.		.	
0003	0001.75 TEMPORARY SIGN DAY	140.000 EACH	.		.	
0004	0001.90 SIGN DAY	164.000 EACH	.		.	
0005	0030.60 MOBILIZATION	LUMP	LUMP		.	
0006	6007.45 SEAL HANGER TO DECK CONNECTION	38.000 EACH	.		.	
0007	6007.46 TIE ROD BOOT	38.000 EACH	.		.	
SECTION 1 TOTAL					.	
TOTAL BID					.	