

INFORMATIONAL PROPOSAL

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

NEBRASKA DEPARTMENT OF TRANSPORTATION

LETTING DATE: May 16, 2019

CALL ORDER: 500
CONTROL NO. SEQ. NO.: 51596 000

CONTRACT ID: 5596
PROJECT NO.: MISC-D5(1006)

TENTATIVE START DATE: 07/15/2019

CONTRACT TIME: 160 Calendar Days

LOCATION: NORTHERN & CENTRAL DISTRICT 5 CURB RAMPS

IN COUNTIES: MORRILL, SHERIDAN, BOX BUTTE

BIDDER

GROUP 1 GRADING
GROUP 3 CONCRETE PAVEMENT
GROUP 5 SEEDING
GROUP 10 GENERAL ITEMS

SEE SPECIAL PROVISIONS FOR GROUP TIES

NOTES

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

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

NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

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

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. MISC-D5(1006)**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Transportation in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on May 16, 2019, until 1:30 P.M.

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

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

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

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

GROUPS 1, 3, 5 & 10 ARE TIED TOGETHER AND BIDDING PROPOSAL FORMS FOR THIS WORK WILL BE ISSUED AND A CONTRACT AWARDED TO A CONTRACTOR WHO IS QUALIFIED FOR CONCRETE PAVEMENT OR SPECIALTY.

**TRAINING SPECIAL PROVISIONS
(1-8-0618)**

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

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

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

1. Under the NDOT Contractor-Specific On-the-Job Training (OJT) Program, OJT hours will be assigned to Contractors and will not be contract or project specific.
 - a. A Contractor who has received an OJT assignment will be allowed to provide training on any NDOT-let project on which the Contractor is working as either a Prime Contractor or a subcontractor. A Contractor will have the flexibility to transfer trainees from one project to another after providing notification of the transfer to NDOT.
 - b. This project does not have a contract-specific training requirement. NDOT has added a training pay item with a nominal 100-hour quantity, that may overrun or underrun, which will be utilized only if the Contractor elects to provide training on this contract.
2. In January each year, NDOT will allocate OJT assignments to Contractors based on the total average dollar amount of all work performed by a Contractor on NDOT-let projects during the previous three (3) calendar years. The total dollar amount will consist of:
 - a. The total dollar amount of the Contractor's prime contracts let by NDOT (both federal and state funded) minus the total dollar amount of the work subcontracted out to others, and
 - b. The total dollar amount of the subcontract work the Contractor performed for others on NDOT-let projects.

The Contractor’s average dollar amount for the previous three calendar years will be calculated, and training hours will then be assigned as follows:

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

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

	2011	2012	2013	3 Year Average	2014 OJT Assignment
Contractor A	24.3	33.4	28.3	28.66	6,000 hours
Contractor B	9.3	11.9	9.8	10.33	3,000 hours
Contractor C	2.3	1.4	3.1	2.26	0 hours

3. The OJT hours assigned to a Contractor in January are to be completed during that calendar year (e.g., OJT hours assigned in January of 2014 are to be completed during the period of January 1, 2014 thru December 31, 2014).
 - a. If a Contractor exceeds the number of OJT hours assigned for a calendar year, the Contractor may request to bank up to 30 percent of the excess hours. Banked hours may then be credited toward the Contractor’s OJT assignment for the next calendar year.
4. Completion of the annual OJT assignment is the Contractor’s responsibility. The Contractor is not allowed to assign any of the OJT hours to any other Contractor. The Contractor must make a Good Faith Effort to enroll an adequate number of trainees and provide the trainees a sufficient number of hours training to achieve the Contractor’s annual OJT assignment.
5. While trainees may be assigned to NDOT-let federally or state funded projects, the Contractor should attempt to schedule and assign trainees so that at least 50 percent of a trainee’s hours are earned on federally funded projects - unless otherwise approved in advance by NDOT.
6. The Contractor must use an OJT program approved by NDOT and/or the FHWA. An OJT program shall be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and qualify the average trainee for journey-level status in the job classification concerned by the end of the training period.

An approved OJT program must specify the number of hours required for a trainee to achieve journey-level status in each job classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

7. The Contractor shall furnish each trainee a copy of the OJT Program he/she will follow in providing the training. The Contractor shall also provide each trainee with a certification showing the type and length of training satisfactorily completed.
8. The Contractor's Equal Employment Opportunity (EEO) Officer shall be responsible for administering the Contractor's OJT and monitoring the trainees' progress. The EEO Officer shall serve as the point of contact for NDOT regarding OJT information, documentation, and conflict resolution. If necessary, the EEO Officer may designate another individual to assist with the OJT monitoring responsibilities. NDOT must be provided the name and contact information for any such designee.
9. At least seven (7) days prior to commencing training, the Contractor must submit a "Request for Trainee Approval" form to NDOT for each individual to be enrolled as a trainee and a tentative list of the projects to which the trainee will be assigned. Requests for Trainee Approval may be submitted by mail, fax, or email.
10. If the Contractor submits a "Request for Trainee Approval" form to NDOT for an individual who is not a minority or female, or cannot replace departing trainees with minorities or females, the Contractor must also produce sufficient Good Faith Efforts documentation of the type set forth below. NDOT may reject non-minority male trainees for entry into the program if it determines that a Contractor failed to make sufficient Good Faith Efforts to hire minorities or female trainees and/or the Contractor failed to document or submit evidence of its Good Faith Efforts to do so.
11. Any training hours provided to a trainee prior to the Contractor receiving approval from NDOT will not be credited toward the Contractor's annual OJT assignment.
12. When an individual is first enrolled as a trainee, the individual will be approved for the number of hours of OJT required to achieve journey-level status in the classification for which the individual is to receive training. (A Contractor will not be penalized if a trainee does not achieve the full number of hours for which the trainee is approved.)
13. If the Contractor is unable to provide a trainee the full number of training hours required to achieve journey-level status on one project, the trainee should be transferred to other NDOT-let projects on which the Contractor is working.
14. At least one (1) day before all such transfers of trainees are made, the Contractor must provide NDOT in writing the name of the trainee and current project, the project to which the trainee will be transferred, and when the transfer is to take place. Notifications of trainee transfers may be submitted by mail, fax, or email.

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

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

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

17. Training shall be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permissible in positions that are not assigned to a specific project such as office engineers, estimators, timekeepers, shop mechanics, etc., if the selected OJT program includes these classifications. Training in such positions will not be eligible for reimbursement, but will be eligible to be credited toward the Contractor's annual OJT assignment.
18. Some off-site training is permissible as long as the training is an integral part of an approved OJT program and does not comprise a significant part of the overall training (e.g., 16 hours training per trainee per year in areas such as jobsite safety or accident response would be permissible). A copy of a training certificate, agenda, or curriculum must be provided to verify off-site training.
19. The Contractor will be reimbursed \$2.00 per each hour of training provided in accordance with an approved OJT program and the NDOT Training Special Provisions.
20. Contractors shall be allowed to transfer trainees or utilize trainees on other NDOT-let projects which do not contain the Training Special Provisions. NDOT will utilize a Change Order / Supplemental Agreement to incorporate the Training Special Provisions and the appropriate pay item into the contracts of such projects.
21. On all federally funded NDOT-let projects, trainees must be paid at least 60 percent of the appropriate minimum journey-level rate specified in the contract for the first half of the training period, 75 percent for the third quarter, and 90 percent for the last quarter of the training period - or the appropriate rates approved by the U.S. Department of Labor

or the U.S. Department of Transportation in connection with the program in which the trainee is enrolled.

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

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

23. If a trainee's employment is terminated for any reason prior to completion of the number of OJT hours for which the individual was approved, the Contractor must make Good Faith Efforts to replace the trainee with another minority or female.
24. Contractors must submit an annual summary report to NDOT by January 15th each year giving an account of all trainee hours provided during the previous year. The report shall show a breakdown of training provided on each project and/or contract.
25. Contractors will have fulfilled their OJT responsibilities if they have provided acceptable training for the number of hours assigned, or have demonstrated that they made a Good Faith Effort to provide the number of OJT hours assigned. Where a Contractor cannot meet his or her annual training hour goal with females and minorities, the Contractor remains responsible for demonstrating the Good Faith Efforts taken in pursuance of the goal. Examples of what actions constitute Good Faith Efforts are set forth below. NDOT will make compliance determinations regarding the Training Special Provisions based upon either attainment of the annual goal or Good Faith Efforts to meet it.
26. Good Faith Efforts are those designed to achieve equal opportunity through positive, aggressive, and continuous results-oriented measures (23 CFR § 230.409(g)(4)). Good Faith Efforts should be taken as trainee-hiring opportunities arise and when minorities and women are under-represented in the Contractor's workforce. NDOT will consider all Contractors' documentation of Good Faith Efforts on a case-by-case basis and take into account the following:
 - a. Availability of minorities, females, and disadvantaged persons for training;
 - b. The potential for effective training;
 - c. Duration of the contract;
 - d. Dollar value of the contract;
 - e. Total normal work force that the average Contractor could be expected to use;
 - f. Geographic location;
 - g. Type of work;
 - h. The need for journey level individuals in the area.

Good Faith Efforts may include, but are not limited to, documentation of efforts to:

- Contact minority and female employees to gain referrals on other minority and female applicants;
- Refer specific minorities and females to training programs and specifically request these trainees by name in the future;
- Upgrade minority and female unskilled workers into the skilled classifications when possible;
- Accept applications at the project site or at the Contractor's home office;
- Review and follow up on previously received applications from minorities and females when hiring opportunities arise;
- Maintain monthly evaluations that monitor efforts made to achieve diversity in the Contractor's workforce in general (i.e., significant numbers of minorities and females employed on a company-wide basis);
- Provide incentives for project management personnel or superintendents when hiring goals are met on a project (i.e., similar to performance bonuses paid when a job is completed in a timely manner and under budget).

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

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

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

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

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

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

AMENDMENT TO CONSTRUCTION TRAINING REPORT REQUIREMENTS

The last sentence under Paragraph C., on Page 5 of the Standard Federal Equal Employment Opportunity Construction Contract Specifications, dated November 3, 1980, is void.

FHWA Form 1409 "Federal-aid Highway Construction Contractor's Semi-Annual Training Report" is not required.

STATUS OF UTILITIES

The following information is current as of March 28, 2019.

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 Diggers Hotline of Nebraska at 1-800-331-5666, or dial 811.

Any work necessary will be concurrent with construction.

STATUS OF RIGHT OF WAY

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

Unacquired Right-of-Way Tracts as follows:

Tract Number	Status of Tract	Hearing Date
None	None	None

Right-of-Way Tracts with Pay Items:

Tract Number	Pay Items
None	None

- No encroachments on the old right of way.
- Acquisition of right of way is not required for this project.

SPECIAL PROSECUTION AND PROGRESS (General Requirements)

I. Project Prosecution

The Contractor shall limit all operations to the following area defined as:

- Public Right of Way or temporary easements acquired for this project
- Within five (5) feet of the grading limits, and
- Within five (5) feet of the limits of construction when on or inside the pavement.

The Contractor shall notify the NDOT prior to commencing removal or grading operations if the lines and/or grades of the proposed curb ramps, maneuvering/landing pad, or transition walk interfere with or pose risk of damage to adjacent retaining walls, trees, structures, or other similar objects, or will require grading slopes steeper than 4H 1 V to tie-in with the existing ground within the right of way or grading beyond three (3) feet of the limits of the proposed construction.

No equipment, materials, debris, etc. shall be stored outside of this defined area at any time without prior written permission from the NDOT. The Contractor is responsible for scheduling and completing the work within the Contractor specified timeframe. **No work will be allowed adjacent to or within one (1) block of a school between 7:00am and 4:00pm when school is in session without prior written permission from the NDOT.** Additional time will not be granted due to delays or production loss because of scheduling conflicts or other unforeseen events associated with other projects, including other NDOT projects, local projects, unless approved in writing by the NDOT.

The Contractor shall limit operations such that only one side of a maximum of two (2) adjacent intersections (4 corners maximum) and not more than four (4) intersections within the same city are under construction at any given time. In high pedestrian traffic areas, the NDOT reserves the right to limit the work to one corner of the intersection at one time to maintain pedestrian access around the intersection. The NDOT reserves the right, but is not obligated, to increase the number of intersections under construction if additional crews are utilized. The amount, if any, of additional intersections allowed shall be at the sole discretion of the NDOT and may be modified throughout the project. Removal operations shall not advance to the next intersection until all pavement, curb, ramps, sidewalk, and sprinkler construction in an intersection has been completed and properly backfilled, graded, and covercrop seeded (if within the allowable period) without the approval of the NDOT. Additionally, removal operations shall not advance if retaining wall or fence construction at an intersection is not completed within three (3) days of completion of the associated concrete work. Sodding and seeding operations shall be subject to any seasonal requirements contained in the NDOT Standard Specifications unless otherwise indicated by the NDOT. Contractor shall complete each ramp and have it reopened to pedestrian access within a maximum of four (4) calendar days, or as shown elsewhere in the Special Provisions.

II. Pedestrian Accessibility

The Project Manager and Contractor will develop a traffic control plan for pedestrians using the sidewalks within the project limits that will direct the pedestrians to accessible routes. All sidewalk signing, as directed by the Engineer, will be accomplished using Type II barricades (not cones) and Contractor supplied signs attached to the Type II barricades. The bid items for this sidewalk signing will be Barricade Sign Day and Barricade, Type II.

III. Access to Adjacent Properties

Pedestrian access to adjacent businesses and residences shall be maintained during work on this project. As the Contractor develops their detailed work plan, they will need to consider the access needs to each of these properties. The Contractor shall be responsible for notifying businesses and residents a minimum of 3 days before commencing removal operations. Work associated with Access to Adjacent Properties will not be measured for payment and is considered subsidiary to other items of work for which direct payment is made.

IV. Keeping Highways and Streets Open During Construction

The Contractor will be required to maintain traffic on all public streets during work on this project. If a temporary lane closure will be required to complete the work, it shall be approved by NDOT prior to the closure. The Contractor shall provide appropriate traffic control as directed by NDOT.

V. Form Work for Ramps

The joint between the ramp and landing shall be formed prior to placement of the concrete.

Only pouring either the ramp or landing separately or use of a false form to be removed after strike off is acceptable. The formed area shall comply with the acceptable slope and dimensions required by the ADA. If a false form is used, the false form shall be at least 42" in length, secured in such a manner as to provide support for strike-off tools, and shall be removed after initial strike-off. The use of grade stakes along this joint is not acceptable.

**SPECIAL PROSECUTION AND PROGRESS
(Project Scheduling & Internal Liquidated Damages)**

I. Project Scheduling

The project is divided into **3 Work Areas** and each **Work Area** has its specific **time allowance**, shown in **bold type**. Each individual intersection grouping within a **Work Area** has its own estimated individual time allowance shown in (xx). The individual time allowances are as follows:

Work Area	Time Allowance (Calendar Days)	Corner Location
#1 – Alliance (on N-87)	88 CD	
10th – (13 CD)		SE, SW
Belmont – (15 CD)		SE, SW
9th – (17 CD)		NE, NW
8th – (27 CD)		NE, NW, SE, SW
7th – (16 CD)		NW, SW
#2 – Rushville (on N-250)	23 CD	
3rd – (8 CD)		SE, SW
E 4th – (15 CD)		NE, NW
#3 – Bridgeport (on US-385/N-88)	35 CD	
11th – (8 CD)		SE
Railroad – (11 CD)		SE, SW
(on US-26)		
"K" – (10 CD)		NW, SE
"L" – (6 CD)		SE

It is the intent of this project to complete the curb ramps in each individual **Work Area** in a timely manner in order to minimize disruption to a community's vehicular and pedestrian traffic.

The Contractor will be allowed to perform concurrent work in **Work Areas 1-3**. However, when working in an individual **Work Area**, the Contractor will only be allowed to work in one intersection grouping at a time, unless otherwise directed by the Engineer.

For each of the individual **3 Work Areas**, all work, except seeding/sodding, shall be completed in that intersection grouping before beginning work in another intersection grouping.

For all curb ramp area with pavement removal and concrete pavement replacement, regardless of size, the Contractor shall be required to complete these two operations in 3 calendar days at each curb ramp location within an intersection grouping.

All areas disturbed in 2019 will be seeded/sodded by the end of the 2019 construction season, unless otherwise directed by the Engineer.

If the curb ramp work within an individual **Work Area** is suspended due to the winter shutdown period, those curb ramp areas that have been completed prior to the shutdown period shall be seeded/sodded, as directed by the Engineer.

The Contractor will be required to submit a construction schedule to the Engineer for review within 30 calendar days after the execution of the contract. The Contractor will also be required to notify the Engineer one week prior to beginning work in any of the 3 specified work areas.

II. Internal Liquidated Damages

All work shall be completed in each of the **3 Work Areas** within its specified time allowance, as shown in **Section I. Project Scheduling**. If the Contractor fails to complete all work within a Work Area within its specified time allowance, the Contractor will be assessed a \$250/calendar day internal liquidated damage assessment. Each assessment shall begin on the next day after the specified time allowance (i.e., 24 CD + 1 => Assessment begins on the 25th CD). This assessment has not been provided for elsewhere in the contract and shall be in addition to other liquidated damages that are part of the contract. The \$250/calendar day assessment was determined by administrative decision.

If the Engineer approves concurrent work on intersection groupings within any of the 3 Work Areas, the Time Allowance (# of CD) for that specific Work Area will have to be adjusted accordingly by the Engineer to reflect the appropriate change of Calendar Days for that Work Area.

Additionally, if the Contractor fails to complete the pavement removal/concrete pavement replacement operations at any curb ramp location within the 3-calendar day allowance [see **Section I. Project Scheduling** above], the Contractor shall be responsible for the traffic control items associated with that curb ramp location, as directed by the Engineer.

STATUS OF ENVIRONMENTAL COMMITMENTS

Control No. 51596
 Project No. D5(1006)
 Project Name: Northern & Central District 5 Curb Ramps

404 Permit Required Yes
 No

Comments: No 404 permit required.

Individual 401 Water Quality Certification Required Yes
 No

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

Floodplain Permit Required Yes
 No

Comments: No floodplain permit required.

Historic Clearance Yes Tier II Approved 12/17/2018
 No

Comments: No historic properties affected.

Threatened & Endangered Species Clearance Required Yes FHWA - NA
 Approved: NGPC - 9/26/2017
 No USFWS - NA

Comments: No Effect

FHWA Environmental Clearance Yes
 N/A

Comments: State Funds Only

NPDES/Stormwater Permit No.: NA

Special Provisions: See attached Environmental Commitment sheet

Special Notes on Plans:

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

Dillon Dillmer DD 1/13/19 T&E PM JS 1/13/19 on Barber JB 1/13/19 EDU PM SS 1/17/19 Jason Jurgens JJ 1/18/19 Ron Poe RP 1/14/19 EPU PM RY 1/14/19
(Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date)

ENVIRONMENTAL COMMITMENTS

Control No.: 51596 **Project No.:** D5(1006)
Project Name: Northern & Central District 5 Curb Ramps

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

(Responsible Party for the measure is found in parentheses)

Conservation Measure for Environmentally Sensitive Areas

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

- **Attachment 1** includes the NDOT Fact Sheet and map(s) of potential wetlands and/or other potential regulated waters features. These features were identified from a desktop review of published resources. The above condition pertains to the areas as listed on Attachment 1. If access to any of these areas is required to complete the project construction, the NDOT construction project manager shall coordinate with the Technical Resources Unit to determine need for field verification and/or permitting requirements prior to disturbance of the area. (Contractor, District Construction)

Contact Person: Roger Yerdon, Highway Environmental Biologist, (402) 479-4419

General Conservation Conditions

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

Threatened and Endangered Species. The Contractor shall reference the Nebraska Game and Parks Commission website for a reference of federal and state listed species that may occur in the project vicinity prior to starting project construction. These guidance documents can be found at:

- <http://agcne.org/member-portal/>
- <http://outdoornebraska.gov/naturalheritageprogram/>

If federal or state listed species are observed during construction, stop work and contact the NDOT Environmental Section to determine action required prior to resuming work. (NDOT Environmental, District Construction, Contractor)

Refueling. Refueling will be conducted within the confines of the paved roadway surface or within the boundaries of an approved stockpile/staging site. (Contractor)

Restricted Activities. The following project activities shall, to the extent possible, be restricted to between the beginning and ending points of the project, within the right-of-way designated on the project plans.

- Borrow sites
- Construction debris waste disposal areas
- Asphalt plants
- Haul roads
- Stockpiling areas
- Staging areas
- Material storage sites

Any project related activities that occur outside of the project limits (includes the paved surface and within 12 inches of the paved surface) must be environmentally cleared/permitted with the Nebraska Game and Parks Commission as well as any other appropriate agencies by the contractor and those clearances/permits shall be submitted to the District Construction Project Manager prior to the start of the above listed project activities. The contractor shall submit a NDOT Plant Site/Stockpile Site Request Identification and Evaluation Form (DR Form 56) and/or a Borrow Site/Waste Site Request Identification and Evaluation Form (DR Form 119) as appropriate, and include information such as an aerial photo showing the proposed activity site, a plan-sheet or drawing showing the location and dimensions of the activity site, ground photos showing the existing conditions at the proposed activity site, etc. The contractor must receive notice of acceptance from NDOT, prior to starting the above listed project activities. These project activities cannot adversely affect state and/or federally listed species or designated critical habitat. Fill cannot be placed in Wetland, Stream or other Waters of the U.S without authorization. (NDOT Environmental, District Construction, Contractor)

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

Contact Person: Jon Soper, Highway Environmental Biologist, (402) 479-3546

Encountering Unexpected Waste

If contaminated soils/water or unexpected wastes are discovered, the Contractor shall stop all work within the immediate area. The Contractor shall secure the area of the discovery and notify the NDOT Construction Project Manager (CPM). The Contractor shall not re-enter the discovery area until allowed to do so by the CPM. At the time of discovery, the CPM and Contractor shall utilize the *NDOT Unexpected Waste Action Plan (UWAP)* to coordinate appropriate actions. The actions to be carried out by the NDOT CPM are (but not limited to): verification that the contractor has suspended construction activities in the area of the discovery, contact the Environmental Section Manager and make an entry into Site Manager that an unexpected waste discovery was made. The CPM shall then utilize the UWAP Site Discovery Check List to properly document the extent and type of waste. The CPM shall ensure that proper disposal of the waste and any required health and safety mitigation is implemented by

the Contractor. The Contractor is required by NDOT's Standard Specification Section 107 (legal relations and responsibilities to the public) to handle and dispose of regulated material in accordance with applicable laws.

Contact Person: Jacob Smith, Highway Environmental Biologist, (402) 479-3632

Construction Stormwater

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

Contact Person: Ron Poe, Highway Environmental Program Manager, (402) 479-4499

Attachment 1

NDOT Technical Resources Unit
M.M. = Mile Marker/Reference Post
Rt = Right side
Lt = Left side

Environmentally Sensitive Areas

Wetlands – DO NOT DISTURB (Toe of Slope to edge of R.O.W.)

M.M. XXX+XX Rt/Lt to XXX+XX Rt/Lt

No resources present.

Attachment 1

NDOT Wetland Fact Sheet

What are Wetlands?

- Wetlands are saturated land such as marshes, lakes, river and stream backwaters, oxbows, wet meadows, forested swamps, seeps, and other similar areas.
- Water usually covers the soil, or is near the surface of the soil for varying periods of time.
- Under normal conditions, this prolonged presence of water favors the growth of specially adapted plants and promotes the development of wetland soils.

Where are wetlands found?

- Wetlands are found where there is a water source (streams, groundwater, and precipitation runoff) to support growth of wetland plants and the development of wetland soils.
- In the NDOT Right-of-Way, likely wetland locations include:
 - Culvert inlets/outlets
 - Depressions (lower elevation)
 - Roadside ditches
 - Flat meadows
 - Base of slopes or hills
 - Within streams and along stream fringes

What do wetlands look like?

- Wetland areas can generally be identified by a distinct difference in vegetation (at lower elevations) from the surrounding upland area.
 - Taller, darker green, more lush vegetation
 - Sparser vegetation, open mud areas, at lower elevation
- Wetlands can be dominated by grasses, forbs, shrubs, or trees
- Wetland vegetation could include:
 - Reed canary grass
 - Cattails
 - Sedges
 - Rushes
 - Bulrush
 - Arrowhead
 - Ricecut Grass
 - Prairie cordgrass
 - Barnyard grass
 - Smartweed
 - Trees & shrubs
 - Green Ash
 - Willows
 - Cottonwood

What do I do if there are wetlands and/or streams in the NDOT R.O.W.?

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. These locations are avoidance areas. Contractor must comply with all USACE Section 404 Permit requirements.

Who do I contact with questions?

Please contact the project’s NDOT Wetland Highway Environmental Biologist:

Roger Yerdon

402-479-4419

roger.yerdon@nebraska.gov

Attachment 1



Wet meadow extending from the NDOT R.O.W.



Reed Canarygrass wetland in roadside ditch



Fringe wetlands around stream



Cattail wetland at culvert



Forested wetland



Willow shrub wetland

**STORM WATER DISCHARGES
(1-43-1217)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Contractor Site Use Approval:
 - a.
 - (1) When a Contractor intends to obtain borrow and/or dispose of excess excavation at a site (or sites) not shown or otherwise designated in the contract the Contractor shall submit a completed NDOT Form 119 "*Borrow Site - Waste Excavation Site Request Identification and Evaluation*" to the Lincoln Construction Office for processing and approval.
 - (2) When a Contractor intends to: (i) dispose of construction debris, (ii) stockpile materials, equipment or other tangible property for the project, and/or (iii) install and operate a mobile asphaltic concrete plant, mobile Portland cement concrete plant or other mobile production plant at a site (or sites) not shown or otherwise designated in the contract the Contractor shall submit a completed NDOT Form 56 "*Plant Site - Stockpile Site - Construction Debris Site Request Identification and Evaluation*" to the Lincoln Construction Office for processing and approval.
 - (3) The NDOT Form 56 and NDOT Form 119 (hereafter referred to as "the Contractor Site Request form(s)") can be found on the NDOT website. Each Contractor Site Request form shall represent only one site and shall be project specific.
 - (4) The time frame required to obtain site approvals varies and is dependent upon whether the project has a Corps Section 404 notifying-permit and upon the complexities of each site listed in each request.
 - b. The Contractor shall contact the Nebraska Department of Environmental Quality (NDEQ) to determine if it is necessary for the Contractor to obtain a NPDES permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.
 - c. The Contractor shall not begin work at any borrow, waste, debris, stockpile or plant site until receiving written approval for the submitted Contractor Site Request form(s) from NDOT, before obtaining a NPDES permit (if required), or any other permits required.
 - d. No extension of completion time will be granted due to any delays in securing approval of a borrow, waste, debris, stockpile or plant site unless a review of the time frames concludes that there were conditions beyond the Contractor's control.

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

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

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

**WAGES AND CONDITIONS OF EMPLOYMENT
(Employment of Labor – Payrolls)
(1-43-0119)**

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

- i. On projects requiring submittals of certified payrolls, Contractors shall submit their payrolls electronically, meeting the following requirements:
 - (1) Format – Portable Document Format (PDF)
 - (2) Size of file – Limited to 25 MB
 - (3) Signatures – A scanned copy of the original certified payroll or Adobe digitally signed.

Payrolls certified by the Prime Contractor must be emailed to the Project Manager within seven (7) days of the payment date thereof. Payrolls must be complete and accurate.

**LIABILITY INSURANCE
(1-49-0118)**

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION DETAILS

TEMPORARY WATER POLLUTION CONTROL (2-1-1217)

Section 204 in the Standard Specifications is void.

CONSTRUCTION STORMWATER MANAGEMENT CONTROL (2-1-1217)

A. General

1. This Section defines some best management practices (BMPs) for erosion and sediment control measures and construction practices the Contractor shall use to prevent soil erosion and avoid water pollution.
2.
 - a. The Department and the Contractor are co-permittees of the NPDES Construction Storm Water General Permit.
 - b. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.
3. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of the waters of the state, the project site, and adjacent property. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.
4.
 - a. The Contractor shall take sufficient precautions to prevent pollution of the waters of the state, the project site, and adjacent property from construction debris, petroleum products, chemicals, or other harmful materials.

The Contractor shall conduct and schedule the operations to avoid interference with any protected species.
 - b. The Contractor shall comply with all applicable statutes relating to pollution of the waters of the state and fish and game regulations.
5. All construction debris shall be disposed in a manner that it cannot enter any waterway. Excavation shall be deposited as to protect the waters of the state from siltation.
6. All erosion and sediment control measures shall be properly installed and maintained by the Contractor until all permanent drainage facilities have been constructed, and all slopes are sufficiently vegetated to be an effective erosion deterrent; or until tentative acceptance of the work.

7. All erosion and sedimentation resulting from the Contractor's operations and the weather conditions must be corrected by the Contractor.

LIMITATION OF OPERATIONS (2-1-1217)

A. General

1. The maximum exposed surface area for the Contractor's operations in excavation, borrow, and embankment is 18 acres (72,800 m²) plus an equal area of clearing and grubbing/large tree removal. A written request for an increase in the maximum exposed surface area may be approved by the Engineer. This approval will be based on the soil, moisture, seasonal conditions, the Contractor's operation, or other conditions.
2. The Engineer shall have the authority to reduce the maximum exposed surface area when any of the following conditions warrant:
 - a. Soil and moisture conditions are such that erosion is probable.
 - b. Seasonal conditions may force extended delays.
 - c. Proximity to the waters of the state requires more stringent controls.
 - d. Equipment and personnel available on the job is not sufficient to properly maintain erosion and dust control measures.
 - e. Any other environmental condition in the area that may exist which would be affected by erosion from the project.
3. Construction operations in rivers, streams, wetlands, and impoundments shall be restricted to those areas specifically shown in the contract. Rivers, streams, wetlands, and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.
4. Fording and operation of construction equipment within streams and wetlands will not be allowed, unless explicitly allowed in the contract. Streams are defined as any area between the high banks, regardless of the flow conditions.

CONSTRUCTION METHODS (2-1-1217)

A. General

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

2. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.
3. Construction stormwater management control measures for Contractor obtained work areas located outside the right-of-way, such as borrow site operations, haul roads, plant sites, staging sites, waste sites, equipment storage sites, etc. are the sole responsibility of the Contractor. All construction stormwater management control measures for these areas are at the Contractor's expense. The Contractor is responsible for securing all required permits for use of these sites.
4. The construction stormwater management procedures contained herein shall be coordinated with any permanent erosion control measures specified elsewhere in the contract to the extent practical to assure economical, effective, and continuous erosion and sediment control throughout the construction period.
5. The Contractor shall be responsible to limit erosion and prevent siltation into the waters of the state during the construction period, as well as during the times that work may be suspended.
6.
 - a. All erosion and sediment control items shall be installed by personnel who are knowledgeable in the principles and practice of various BMP installations.
 - b. The installation of all erosion and sediment control items shall be done under the direct supervision of the Contractor's employee who has successfully completed training provided by the Department and has been certified as an Erosion and Sediment Control Inspector (Inspector). The Contractor's Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.
 - i. The NDOT Erosion and Sediment Control Inspector Certification is obtained by completing an Erosion and Sediment Control Inspector Training Course provided by the Nebraska Department of Transportation and passing the examination that accompanies the training.
 - c. The Contractor shall notify the Engineer of all employees, who have been certified as Inspectors, who will be on the project to direct and inspect all erosion and sediment control BMP installations.
 - d. No payment will be made for any erosion and sediment control item unless a Contractor's Inspector was present to directly supervise and inspect the work.
 - e. No payment will be made for any erosion and sediment control item that is not properly installed. All erosion and sediment control items shall be installed as per the contract.

**ENVIRONMENTAL COMMITMENT DOCUMENT
(2-1-1217)**

A. Environmental Commitment Document

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

- iv. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments
- v. Name and telephone number of the employees that are NDOT-Certified Erosion and Sediment Control Inspectors
- vi. Critical Path Construction Schedule
- vii. Other items as defined elsewhere in the contract

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

A. General

1. A SWPPP is required for projects that construction activities will cause a land disturbance of one (1) acre or more. The Department will prepare the SWPPP for the areas within the Right-of-Way, temporary easements and permanent easements.
2. For projects not requiring a SWPPP, the Contractor shall comply with the requirements of Environmental Commitment Document, Paragraph 1.b. of this Special Provision, as applicable.
3. Contractor obtained work areas, located on private property, are not included in the NDOT Project SWPPP.

B. Temporary Erosion Control Plan

1. The Contractor shall prepare and submit the Temporary Erosion Control Plan prior to the start of any work. The Contractor shall not begin work until the Temporary Erosion Control Plan has been submitted to the Engineer and appropriate erosion control measures are in place. Payment for any work on the contract will be withheld if erosion control measures are not in place or properly maintained.
2. The Temporary Erosion Control Plan will be reviewed at project progress meetings. All active Contractors shall have their Inspectors present and work in cooperation to determine any necessary changes. Necessary changes will be documented on the Temporary Erosion Control Plan by the Engineer.
3. Payment for preparing the Temporary Erosion Control Plan, inspections and 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 1st or after September 1st
 - ii. Tree removal prior to April 1st or after September 1st
 - iii. Clearing empty nests on structures prior to April 1st
 - iv. Maintaining clear structures until commencement and throughout the duration of work on structures
 - v. Netting structures to prevent nesting
 - vi. Commitment to perform surveys according to protocol
 - vii. Hire a biologist to survey areas to be disturbed prior to commencement of work during the nesting season
 - viii. Submittal of required bird survey reports
 - ix. Training of Contractor Personnel to insure compliance
3. a. The Migratory Bird Treaty Act Compliance Plan is applicable to the entire project site to avoid the "Take" of migratory birds protected under the Migratory Bird Treaty Act.
 - b. "Take" is defined as: pursuit, hunt, shoot, wound, kill, trap, capture, collect, or attempt to pursue, hunt, shoot, wound, kill, trap, capture, or collect.

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

<http://www.dot.nebraska.gov/media/3952/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
(2-1-1217)**

A. General

1. This specification establishes payment and disincentive assessment for the Contractor's performance in complying with Contract Environmental Commitments.
2. Deficiencies are described but not limited to:
 - a. Failure to install pollution prevention control BMPs as work progresses or as described in the SWPPP.
 - b. Failure to maintain existing pollution prevention control BMPs.

- c. Failure to remove non-functioning pollution prevention control BMPs.
- d. Failure to comply with USACE Section 404 Permit requirements.
- e. Failure to comply with NPDES Construction Storm Water General Permit requirements.
- f. Failure to comply with all applicable statutes relating to pollution of the waters of the state.
- g. Exceeding the maximum exposed surface area for excavation of 18 Acres without written request for permission and written approval.
- h. Failure to comply with wildlife species-specific conservation conditions.
- i. Failure to comply with the Contract.
- j. Failure to comply with the Engineers directives.

B. SWPPP Deficiency Notification

- 1. The Engineer will document and direct the Contractor to correct deficiencies.
- 2.
 - a. The Contractor shall commence correcting deficiencies, provide adequate equipment and personnel, and diligently pursue correcting deficiencies without cessation until all deficiencies have been corrected.
 - b. The count of Working Days and/or Calendar Days will continue during the time period that corrective work is being performed.
 - c. Delays to the project as a result of the Contractor conducting corrective actions for the Contract Environmental Commitments will not constitute a valid reason for an extension of the contract time allowance.
- 3. Deficiencies shall be corrected within seven (7) calendar days of notification or within an approved extension. When deficiencies are not corrected within seven (7) calendar days or within an approved extension, the Engineer will make a disincentive assessment to the contract as stated herein.
- 4.
 - a. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven (7) calendar days, the Contractor shall notify the Engineer in writing. The Contractor's letter shall state the reasons preventing corrective action within the time allowed. The Contractor shall propose a written Corrective Action Plan within 48 hours. Corrective work shall continue while the Corrective Action Plan is developed. The Contractor's Corrective Action Plan must contain a course of action and a timeframe for completion. If the reasons and the Corrective Action Plan are acceptable, the Engineer may extend the time in which to complete the corrective work.

- b. The Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If all corrective work is completed within the time allowance shown in the Notification or within an approved extension, a disincentive assessment will not be imposed upon the Contractor.
 - c. Storm events or soil and weather conditions occurring on other projects, which interfere with a Contractor completing corrective actions on the project within seven (7) calendar days, will not be justification for a time extension to complete the corrective work.
- 5. If all corrective work identified in the Notification has not been completed at the end of the seventh (7th) calendar day after the Initial Notice Date or within an approved extension, a Shut-Down Notice will be issued on the eighth (8th) calendar day after the Initial Notice Date or on the calendar day following the last day of an approved extension.
 - 6. All operations shall cease as of the date and time cited in the Shut-Down Notice. The Contractor shall work, exclusively, on the deficiencies until all have been corrected or as directed by the Engineer. Upon issuance of the Shut-Down Notice, a disincentive of \$500.00 per deficiency per calendar day will be assessed thru the day the corrective work is completed, inclusive.
 - 7. The Engineer may require the Contractor to provide a written Procedures Plan that describes the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within two (2) calendar days of the request. Failure to correct all deficiencies and provide a Procedures Plan may result in payments being withheld until such time that procedures are outlined.
 - a. Payment for preparing a written Procedures Plan is subsidiary to items that direct payment is made.

C. Storm Event Restoration – Incentive and Disincentive

- 1. The Department will pay “Storm Event Restoration - Incentive” when the Contractor completes the restoration work to eliminate the pollution prevention control deficiencies within seven (7) calendar days of Notification or within an approved extension. Multiple deficiencies may be included in one notification. If the restoration work has not been completed within seven (7) calendar days after the Initial Notice or within an approved extension, payment for the item of “Storm Event Restoration - Incentive” will not be made.
- 2. A storm event is defined as a storm exceeding 0.50-inch of rain in a 24-hour period.
- 3. The Department will notify the Contractor of pollution prevention control deficiencies.
- 4. a. Payment for the item of “Storm Event Restoration - Incentive” may not be made when the Contractor is notified to correct pollution prevention devices not installed in accordance with the contract or the manufacturer’s recommended installation instructions.

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

D. Method of Measurement

1.
 - a. "Storm Event Restoration – Incentive" will be measured by the each upon completion of restoration of all deficiencies included in a notification within the allowed time and only one payment per notification is allowed when multiple deficiencies are included on the notification.
 - b. If deficiencies from multiple notifications are restored during the same restoration operation, only one (1) incentive is eligible for payment.
 - c. If multiple notifications are the result of successive storm events and deficiencies are transferred to ensuing notifications, incentive payment is only eligible for the latest notification.
2. "Storm Event Restoration – Disincentive" will be measured by the calendar day in accordance with Paragraph C.5. above.

E. Basis of Payment

1.

Pay Item	Pay Unit
Storm Event Restoration – Incentive	Each
Storm Event Restoration – Disincentive	Calendar Day
2. All equipment, materials, etc. used in the restoration work will be paid for in accordance with Division 800 of the Standard Specifications.
3. Payment is full compensation for all other incidentals required to complete the restoration work included in the notification within the allowed time.

F. Environmental Commitments – Contractor Compliance

1. To provide payment for all plans, inspections, surveys, reports, travel, qualified inspection person's, carrion removal, and any other subsidiary activities for the work of implementing threatened and endangered species commitments, temporary erosion control or any other environmental commitments prescribed in the contract.
2. Multiple visits to the project may be required to comply with environmental commitments prescribed in the contract.

G. Method of Measurement

1. No measurement is required.

H. Basis of Payment

- | | | |
|----|--|-----------------------------|
| 1. | Pay Item
Environmental Commitments – Contractor Compliance | Pay Unit
Lump Sum |
|----|--|-----------------------------|
2. Partial payments will be made as follows:
- a. The Department will pay 50 percent of the total amount bid for the item Environmental Commitments – Contractor Compliance within seven (7) calendar days after the Notice to Proceed Date.
 - b. Upon completion of 50 percent of the Original Contract Amount, the Department will pay 30 percent of the amount bid for the item Environmental Commitments – Contractor Compliance.
 - c. Upon completion of 75 percent of the Original Contract Amount, the Department will pay the remaining 20 percent of the amount bid for the item Environmental Commitments – Contractor Compliance.
 - d. Failure to comply with any or all of the contract requirements, included for payment under the item of Environmental Commitments – Contractor Compliance, will preclude all payment for the item, including any previous payment.
3. Payment is full compensation for all work prescribed in the contract.

I. Immediate Action Deficiencies

- 1. Deficiencies that pose an imminent threat to the environment are considered an emergency situation. These deficiencies will be identified in the Immediate Action Deficiencies Section of the Environmental Commitment Deficiency Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.
- 2. The Engineer will issue a shut-down notice. All work on the contract shall cease until the corrective work has been completed. The Engineer may allow the Contractor to continue working in areas unaffected by the Immediate Action Deficiency, provided corrective actions are being actively performed on the deficiency.
- 3. Immediate Action Deficiencies are not eligible for an incentive payment.
- 4. The Contractor will be assessed a disincentive assessment of \$1,000.00 per deficiency per calendar day for failure to begin corrective actions or failing to continue to completion as directed by the Engineer or by the regulatory agency with jurisdiction.
- 5. Examples of Immediate Action Deficiencies include but are not limited to:
 - a. Threatened & Endangered Species habitat protection deficiencies
 - b. USACE Section 404 Permit Noncompliance

- c. Petroleum Spills/Tank Leakage
- d. Hazardous Material Spills

J. Rights Reserved

1. The Department reserves the right to initiate and perform corrective action on any deficiencies which result from the Contractors' actions, inactions, or for failure to comply with the NPDES Construction Stormwater General Permit, USACE Section 404 Permit, or any other applicable permit.
2. The Contractor shall be liable to the Department for any and all costs incurred by the Department for corrective actions taken by the Department.
3. It is expressly understood that the provisions of this specification shall not relieve the Contractor of their responsibilities nor shall it relieve the Surety of its obligation for and concerning any just claim.
4. The Contractor shall indemnify and save harmless the Department and all of its representatives from any and all actions or claims brought because of the Contractor's actions, inactions, or for failure to comply with the NPDES Construction Storm Water General Permit, USACE Section 404 Permit, or any other applicable permit.

**HAZARDOUS MATERIALS MANAGEMENT
(2-1-1217)**

Description

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

Material Requirements

1. Prior to beginning work on the project, the Contractor shall prepare a Spill Prevention and Control Plan (SPCP) that clearly states measures to prevent a spill, contain a spill, clean up a spill, dispose of contaminated materials and train personnel to prevent and control spills. The plan shall include the notification contacts, as well as the processes and timeframes to address the situation in the event that a spill occurs. The following shall be included in the plan:
 - a. A site plan showing locations for loading of equipment and materials, storage of equipment and materials, equipment fueling and wash areas, portable toilet locations and waste disposal areas.
 - b. Descriptions of the following that may be used on projects:
 - i. Best Management Practices (BMPs) for secondary containment.

- ii. Description of spill response equipment and materials, including safety and clean up equipment.
 - iii. Preventative inspection and maintenance techniques for equipment to minimize leaks.
 - iv. Procedures for filling tanks and equipment to prevent spills.
 - v. Procedures for containing, diverting, isolating and cleaning up a spill.
 - vi. Procedures and BMPs to be administered at bridge and culvert sites to ensure that hazardous materials do not runoff.
 - (1) When water is present, immediate action to contain and remediate a spill is required.
 - (2) The Contractor shall notify the NDOT Project Manager and NDEQ upon release of any quantity of material to waters of the state. The NDOT Project Manager will notify the NDOT Environmental Section upon notification of a release.
 - vii. Spill training agenda and materials for the Contractor's staff and subcontractors.
- c. Identify individuals responsible for implementing the plan.
 - d. Specify how and when to notify appropriate authorities such as Nebraska Department of Environmental Quality and Nebraska State Patrol.
2. The Contractor shall provide and maintain a spill kit with appropriate materials to clean up minor spills on site as described in the Spill Prevention and Control Plan. A minor spill is defined as a release that is less than the reportable quantity for a given material and not entering waters of the state.
 3. Material Safety Data Sheets (MSDS) shall be maintained on site for all hazardous materials being used or stored for the project. The MSDS Sheets shall contain reportable quantities and spill response information.

Construction Methods

1. The Contractor shall store paints, solvents, pesticides, petroleum products, and other hazardous materials in areas with secondary containment.
2. Hazardous materials storage, including portable toilets, shall be restricted to specific areas away from:
 - a. vehicular traffic
 - b. restricted areas shown on the plans
 - c. waters of the state, including wetlands (50 feet minimum distance)

- d. Wellhead Protection Areas, unless designated in a Wellhead Protection Plan that has been approved by the local authority.
3. The Contractor shall inspect hazardous material containers weekly to ensure that all containers are clearly identified and that no leaks are present.
4. The Contractor shall inspect the site weekly to ensure that cleanup procedures are posted and that a spill kit is adequately stocked and readily available.
5. The Contractor shall verify and update the SPCP site maps as necessary during inspections to accommodate changes in the site.
6. A spill kit shall be readily available, in close proximity and appropriately stocked when applying petroleum based or other hazardous materials to bridge and culvert sites.
7. The Contractor shall develop, implement and maintain a training program regarding hazardous materials management. Training of the Contractor's staff and subcontractors shall be conducted to ensure that workers are knowledgeable of the procedures, materials and equipment outlined in the SPCP. The Contractor shall maintain a database of individuals that have been trained.
 - a. Specific hazardous materials and their handling procedures shall be discussed during safety briefings.
8. The Contractor shall maintain and provide to the Project Manager, upon request, a record of all spills occurring on site. This record shall include:
 - a. The circumstances leading to the spill
 - b. The date of the release
 - c. Measures taken to resolve the incident
 - d. Measures taken to prevent a recurrence
9. The Contractor shall follow NDEQ notification procedures for all spills in excess of a reportable quantity as defined by NDEQ Title 126 or the products MSDS Sheets. The NDOT Project Manager will notify the NDOT Environmental Section.
10. The Contractor shall follow all local, state and federal regulations associated with the release and/or cleanup, including disposal of the hazardous material.

Method of Measurement and Basis of Payment

1. Direct payment will not be made for work associated with Hazardous Materials Management, but is considered subsidiary to the items for which direct payment.
2. The Contractor shall solely bear all penalties and costs associate with the containment, cleanup, remediation and disposal of material associated with a spill.

**ACCEPTANCE TESTING OF SOILS BY USE OF THE LIGHT WEIGHT
DEFLECTOMETER (LWD) SCOPE
(2-2-1217)**

This test method covers the in-place measurement of deflection and moisture content of Class III embankments, subgrade preparation, granular fill and backfill for acceptance testing on Nebraska Department of Transportation Projects. Refer to Subsection 205.03 of the NDOT Standard Specifications for Highway Construction for a definition of Class III embankments. Refer to NDOT Test Method T 2835 for the proper operation of the LWD.

The deflection test measurement shall be the average measured deflection of the fourth, fifth, and sixth drops of the falling weight of the LWD. The first three drops are to be used to seat the LWD.

The Deflection Target Value (DTV) is the deflection value of each soil determined by using a test strip or from correlation with the Nebraska Group Index for an individual Soil.

Option 1

A. Determination of DTV using a Test Strip

1. A test strip shall be constructed for each soil type to determine the deflection target value.
2. A new test strip shall be constructed when there is an observed change in material or as determined by the Engineer.
3. The test strip dimensions for roadway embankment and subgrades shall have a minimum length of 200 feet and a width equal to the embankment or roadway. The total thickness shall be no less than 6 inches for roadway subgrade and no less than 1 foot and no more than 3 feet for roadway embankment.
4. The test strip dimensions for trenches, culverts, and structures shall have a minimum length of 10 feet and a width equal to that of the excavation. The total thickness shall be no less than 1 foot and no more than 3 feet.
5. The optimum moisture of fine-grained soils shall either be determined in the NDOT Branch Lab or Central Lab, and shall be based on a correlation with the Plastic Limit or determined from AASHTO T-99. A 10-lb sample of proposed material shall be submitted to the NDOT Branch Lab or Central Lab a minimum of 14 days prior to grading operations.
6. The moisture content for granular soils shall be “as necessary” to achieve proper compaction.
7. The moisture content limits of the soil shall follow the requirements provided in Table 1.
8. The test strip area construction shall be incidental to the embankment construction.
9. The testing rate during the test strip construction is provided in Table 2.

Table 1 - Moisture Requirements

Location	Soil Type	Depth Below Finished Subgrade	Minimum %	Maximum %
Soil materials receiving concrete pavement	Silt – Clay Silt- Clay Granular	Upper 3 feet Greater than 3 feet All Depths	Opt. -3 Opt. -3 **	Opt. +2 Opt. +2 **
Soil materials receiving flexible pavement	Silt – Clay Silt- Clay Granular	Upper 3 feet Greater than 3 feet All Depths	Opt. -2 Opt. -3 **	Opt. +1 Opt. +2 **
Soil materials receiving gravel surfacing	All materials	All Depths	**	**
Subgrade prep. Shoulder subgrade prep (concrete pavement)	Silt – Clay Granular	The upper 6 inches of subgrade soil	Opt. -3 **	Opt +2 **
Subgrade prep. Shoulder subgrade prep (flexible pavement)	Silt – Clay Granular	The upper 6 inches of subgrade soil	Opt. -2 **	Opt +1 **
Stabilized Subgrade	-	-	See Specifications	
Granular Structural Fill (MSE Walls, bridges, culverts, et.)	Granular	All Depths	**	**

** Moisture as necessary to obtain proper compaction. The moisture target value for granular materials shall be established in the field by the Contractor during the compaction process. Once established the target moisture shall not vary by more than $\pm 2\%$.

Table 2 - Test Strip Testing Rate

Material Location	Minimum Testing Rate
Roadway embankment and subgrade	3 tests/ pass*
Trenches, culverts, and miscellaneous structures	1 test / pass*

* Number of passes with compaction equipment as described in paragraph 13c of Subsection 205.03 of the NDOT Standard Specifications for Highway Construction.

B. Test Strip Construction and Testing

1. Prior to placing the fill material for the test strip, the subgrade shall be scarified and re-compacted.
2. The fill material shall be placed with a lift thickness no greater than 8 inches uncompacted.
3. The test strip shall be constructed with uniform material and moisture content, and compaction; until it meets the requirements of numbers 3 or 4 of Section A of this provision.
4. The deflection target value is obtained when:
 - i. The moisture content is within the acceptable range.

- ii. The average of the deflection test measurements for three consecutive passes of compaction equipment does not change by more than 10% with additional compaction. The DTV shall be based on the lowest average deflection test measurement from these passes.
- 5. A 10-lb sample of the test strip material shall be submitted to the NDOT Branch Lab or Materials and Research Soil Lab for index testing.
- 6. The DTV shall be re-evaluated when:
 - i. Deflection test measurements are consistently less than the DTV. (3 out of 5 consecutive deflection test measurements are less than 0.80 of the DTV).
 - ii. Failing test results are consistently occurring and adequate compaction is observed.

Option 2

C. Determination of Deflection Target Values based on the Nebraska Group Index (NGI)

- 1. Prior to construction a 10-lb bag of representative material shall be submitted to the nearest NDOT Branch Lab or Materials and Research Soil Lab for each different soil type no less than 21 days prior to grading operations.
- 2. From the laboratory testing NDOT will determine the Nebraska Group Index (NGI) for each soil type submitted and provide a correlated minimum DTV and optimum moisture content.
- 3. If no correlation data is available for an individual NGI, a test strip shall be used to determine the DTV as discussed in parts A and B in this provision.
- 4. The DTV shall be re-evaluated when:
 - i. Deflection test measurements are consistently less than the DTV. (More than 20% of the deflection test measurements are less than 0.80 of the DTV).
 - ii. Failing test results are consistently occurring and adequate compaction is observed.

Acceptance Testing

- 1. The Deflection Target Value for use as acceptance testing shall be:
 - DTV \leq 1.10 x average deflection value determined from Option 1, Part B, of this provision
 - DTV \leq Correlated DTV determined from the NGI correlation, Option 2, Part C

2. The testing frequency for moisture and deflection shall follow the NDOT Materials Sampling Guide.
3. The moisture content of soil shall be performed using NDOT's approved equipment and methods. Approved equipment includes: 1) hot plates, stove, or microwave, 2) Speedy Moisture Method, or 3) Laboratory oven method.
4. Moisture content results shall be reported to the nearest tenth of a percent.

EARTHWORK

Earthwork required as part of the work shown on this project shall be considered subsidiary to other items of payment. Each site (ramp) is assumed to have excess soils or borrow of 5 cubic yards or less unless otherwise noted on the plan sheet. The Contractor shall shape the adjacent soils within the limits shown and the existing Right of Way after construction of the curb ramps to provide for drainage and ease of maintenance of the areas. Slopes steeper than 3:1 will not be allowed without approval by NDOT.

SAWING PAVEMENT

Paragraph 5. of Subsection 203.04 in the Standard Specifications is void.

GENERAL CLEARING AND GRUBBING

Clearing of the site for construction of the curb ramps shall be considered subsidiary to other items of work on this project.

REMOVE AND RESET STONE RETAINING WALL

This work shall consist of the removal, salvaging and resetting of the retaining wall stones to the limits indicated on the drawings or as directed by the Engineer. The Contractor shall remove and stockpile the stones in a manner to facilitate the re-construction of the wall to match the existing condition and height. Any stone damaged by the Contractor and not able to be reused shall be replaced at his own expense. Any damaged or excess stone not used for the wall reconstruction shall be removed from the site and disposed of by the contractor unless directed otherwise by the Engineer.

"Remove and Reset Stone Retaining Wall" shall be measured and paid at the unit price per linear foot (LF). The price shall be full compensation for all labor, materials and equipment necessary or incidental to complete the work.

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

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

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

**TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES
(4-3-1018)**

Paragraph 19. of Subsection 422.04 in the Standard Specifications is void.

REMOVE AND RESET SIGN AND POST

Section 417 in the Standard Specifications is amended to include the removal and resetting of signs and posts. This work will consist of removing the existing signs and posts and reset them to original conditions at the locations shown in the plans, or directed by the Engineer. The Contractor will be required to replace any parts damaged during the removal and resetting process at no additional cost to the State.

Paragraph 1. of Subsection 417.05 is amended to include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Remove and Reset Sign and Post	Each (ea)

**ELECTRONIC VIBRATOR MONITORING
(6-10-0718-A)**

Paragraph 9. of Subsection 601.02 is amended to include the following:

- e. For slip-form construction, an electronic monitoring device displaying the operating frequency of each individual internal vibrator shall be required for the construction of mainline pavement exceeding 600 feet in length.
 - (1) The monitoring device shall have a readout display near the operator's controls visible to the paver operator and to the Engineer.
 - (2) It shall operate continuously while paving, and shall display all vibrator frequencies with manual or automatic sequencing among all individual vibrators.

- f. (1) Each vibrator monitor shall be routinely checked for functionality and adequate frequency no less than once an hour or 300 feet of paving, whichever is more frequent.
- (2) If a vibrator monitor fails to function properly, a hand held device may be used until the monitor is repaired. The Contractor shall measure and record the vibrations of each vibrator at least once an hour.
- g. (1) For projects having 50,000 or more square yards of mainline pavement, the electronic monitoring device shall record the following information:
 - i. the clock time
 - ii. station location
 - iii. paver track speed
 - iv. operating frequency of individual vibrators
- (2) These recorded values shall be made after each 25 feet of paving or after each 5 minutes of time, whichever is more frequent.
- (3) These recorded values shall be provided to the Engineer at the end of each day's placement on paper or in an electronic format suitable to the Engineer.

**CONCRETE PAVEMENT
(Compressive Strength of Cores)
(6-10-1018)**

Paragraph 4.a.(3) of Subsection 603.05 in the Standard Specifications is void and superseded by the following:

- (3) The results of the additional two cores taken by the Contractor will be averaged for the final compressive strength calculation and pay factor.

CURB WALL (HEIGHT OF 9 INCHES OR LESS)

The concrete curb walls with a height of 9 inches or less shall be constructed integral with the sidewalk as per the detail in the plan sheets. The NDOT shall determine if the curb wall is to be constructed, and identify the limits of the curb wall construction. All curb walls shall daylight at each end to match the grades and elevations of the existing conditions. All curb walls shall be located behind the pedestrian accessible route to avoid acting as an obstacle for the pedestrians. The concrete for this curb wall shall match that of the sidewalk concrete mix. The reinforcing steel shall be grade 60. The work to construct the curb wall shall consist of the necessary forming, placement of concrete, reinforcing and finishing needed to construct an integral, vertically faced concrete curb wall along the back line of the sidewalk to meet the

grades, slopes, and elevations of the existing ground conditions. Locations for this bid item shall be confirmed by the NDOT prior to installation. All work described under this Curb Wall item shall be considered subsidiary to the pay item for concrete sidewalks.

ADJUST VALVE BOX TO GRADE

If the existing valve box is in satisfactory condition as determined by the NDOT, the Contractor shall raise or lower the valve box to be flush with the new grade. Any fill needed to accomplish this task shall be compacted to the density requirements of the project. The item "Adjust Valve Box to Grade" will be measured for payment as a complete unit for each existing valve box adjusted to grade. Payment shall be considered full compensation for all work prescribed.

SEEDING

Subsection 801.02 in the Standard Specifications is amended to include the following:

Type "C"	Minimum Purity (%)	Application rate in lb. of Pure Live Seed/1000 yd. ²
Fine-leaf perennial ryegrass	85	4.65
Turf-type tall fescue	85	81.8
Kentucky bluegrass	85	6.5

All seeds shall be origin Nebraska, adjoining states, or as specified. A contractor proposing to use a substitute variety or origin shall submit for the Engineer's consideration a seed tag representing the seed, which shows the variety, origin and analysis of the seed.

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application Per 1000 yd. ² (Min.)
Available Nitrogen (N ₂) -----	8 or 9 lb.
Available Phosphoric Acid (P ₂ O ₅) -----	23 or 24 lb.

Rate of application of granular sulphur coated urea fertilizer or urea-formaldehyde fertilizer shall be:

	Rate of Application Per 1000 yd. ² (Min.)
Nitrogen (Total Available) -----	0 lb.

The contractor may, at his option, apply granular urea formaldehyde in lieu of the sulphur coated urea fertilizer at the following rate:

Nitrogen (Total Available)	0 lbs.
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Paragraph 4 of Subsection 801.02 is void and superseded by the following:

4. Mulch shall be Hydromulch "Type HM1" as described in Subsection 807.
 - a. The hydromulch shall be applied at a rate of 0.75 lbs. per SY
 - b. The hydromulch material and application is subsidiary to the Seeding item.

Basis of Payment

1. Pay Item	Pay Unit
Seeding, Type C	Square Yards

**PORTLAND CEMENT
(10-8-1118)**

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

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

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

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

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

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

3. Alkali Silica Reaction Requirements and Testing:
 - a. Interground/Blended cement shall be tested according to the provisions of ASTM C 1567.
 - (1) The mortar bars shall be composed of Type IP, IS or IT Interground/blended cement and sand/gravel from an approved Platte River Valley (Saunders County) and/or Elkhorn River (Madison County) aggregate source.

- (2) The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28 days.
 - i. If the expansion is greater than 0.10% at 28 days, then the Interground/Blended cement shall be tested in accordance with AASHTO T 380 using sand/gravel from an approved Platte River Valley (Saunders County) and/or Elkhorn River (Madison County) aggregate source with an expansion not greater than 0.03% at 56 days.

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

2. Noncompliant material shall be tested in accordance with ASTM C 1567 and in accordance with Subsection 1004.04, Paragraph 3.a.(1).
 - a. The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28 days.
 - b. If the expansion for ASTM C 1567 is greater than 0.10% at 28 days, then the Interground/Blended cement shall be tested in accordance with AASHTO T 380 using the most reactive aggregate from the project with an expansion not greater than 0.03% at 56 days.
 - c. If the expansion for ASTM C 1567 is greater than 0.10% at 28 days or if the expansion for the AASHTO T 380 is greater than 0.03% at 56 days, then the Interground/Blended cement shall be subject to removal, 40% pay, and/or removal from NDOT's NQMVL in accordance with NDOT's Acceptance Policy on Portland and Interground/Blended Cements.

BITUMINOUS LIQUID COMPOUNDS FOR CURING CONCRETE (10-8-1217)

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

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

AGGREGATES (10-8-1118)

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

- g. All Portland cement concrete aggregates - regardless of their source - will be sampled and tested by the Engineer for their potential alkali reactivity in accordance to ASTM C 1260. This testing is a part of the materials source and quarries approval process.
 - (1) The expansion shall not be greater than 0.57% at 28 days.

- (2) If the expansion is greater than 0.57%, the aggregate shall not be used.

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

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

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

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

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

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

**PREFORMED JOINT FILLER
(10-13-0818)**

Section 1015 in the Standard Specifications is void and superseded by the following:

1015.01 – Description

- 1. Prefomed expansion joint filler shall be furnished in strips of the dimensions specified in the contract.

1015.02 – Material Characteristics

- 1. Nonextruding and Resilient Bituminous Type (Fiber Type) performed joint filler shall conform to the requirements of AASHTO M 213.
- 2. Bituminous Type (Asphalt Type) performed joint filler shall conform to the requirements of AASHTO M 33 except it will not be subject to a requirement for brittleness.
- 3. Prefomed joint filler (Sponge Rubber Type) shall be a flexible cellular rubber product meeting the classification requirements of the latest edition of ASTM D1056 for Type 2, Class A or B, Grade 2 or 3, except that reclaimed rubber shall not be used in the manufacture of the material. The color shall be gray.
- 4. Semi-Rigid, Closed-Cell Polypropylene Foam Type (Polypropylene Type) performed expansion joint filler shall conform to the requirements of ASTM D8139.

1015.03 – Procedures

1. For structures, the Bituminous Type (Asphalt Type) or Preformed Joint filler (Sponge Rubber Type) shall be used, unless otherwise shown in the contract.
2. Except for structures, the Non-extruding and Resilient Bituminous Type (Fiber Type) or the Semi-Rigid Closed-Cell Polypropylene Foam Type (Polypropylene Type) shall be used, unless otherwise shown in the contract.

1015.04 – Acceptance Requirements

1. Preformed joint fillers that are on the Department's Approved Products List are acceptable.
2. The preformed joint fillers may be accepted based on manufacturer's certification of compliance letters when they are not on the Department's Approved Products List.

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

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

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