

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : February 06, 2014

CALL ORDER: 705 CONTRACT ID: 7186X

CONTROL NO./SEQ. NO.: 71186 /000 PROJECT NO.: AFE-G006

TENTATIVE START DATE: 05/27/14 CONTRACT TIME: 25 WORKING DAYS

LOCATION: DISTRICT 7 DISTRICTWIDE STRIPING
IN COUNTY: CHASE DUNDY FRANKLIN OTHERS

BIDDER

GROUP 8 SPECIALTY

NOTES

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

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

NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

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

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Required Provisions Supplemental to the

Standard Specifications for Highway Construction

I. Application

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

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

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

II. Equal Opportunity

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

April 4, 1995

III. Employment of Labor

1. General

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

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

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

2. Payrolls

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

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

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

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

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

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

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

April 4, 1995

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

IV. Safety and Accident Prevention

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

V. Subletting or Assigning the Contract

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

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

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

April 4, 1995

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. AFE-G006**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on February 6, 2014, until 1:30 P.M.

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

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

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

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

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

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

STATUS OF UTILITIES

The following information is current as of December 19, 2013.

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 (Tentative Start Dates)

The Department will not accept any Start Date after May 27, 2014.

SPECIAL PROSECUTION AND PROGRESS (US-6, RP 120+72 to 156+98)

The existing centerline striping on US-6 from Holbrook to Holdrege, RP 120.72 to 156.98, has a width of 5" with a 2" space between lines. The existing lines were installed with a two-gun paint system which will be maintained. The paint gun spacing used for the three guns on the remainder of the project shall be adequate, but shall be placed in two-gun operation on this segment.

ENVIRONMENTAL COMMITMENT

Control No.: 71186

Project No.: AFE-G006

Project Name: District 7 – Districtwide Striping

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

To avoid unanticipated impacts:

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

Contact Person: Nick Burnham, Highway Environmental Biologist, (402) 479-3818
Danielle Moore, Highway Environmental Biologist, (402) 479-3547

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

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

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

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

1. The Contractor shall submit a plan to the NDOR regarding how he intends to accomplish bridge demolition or clearing and grubbing of the project to avoid conflict with nesting migratory birds.
2. The Contractor must submit a temporary erosion control plan tailored to fit the plan for clearing and grubbing.
3. If construction operations result in unavoidable conflict with nesting migratory bird's eggs or young, which will result in "taking" nests and their contents, the Contractor should notify the NDOR Project Manager (PM). The PM shall notify the Environmental Section of Planning and Project Development by telephone at 402-479-4766.
4. The NDOR Environmental Section will then determine if assistance in conducting the survey will be provided by the NDOR Environmental Section (if available) or from the USDA APHIS - Wildlife Services Office and arrange for assistance with the survey of nest numbers, bird species, etc. Results of the survey shall be maintained by the NDOR until project completion.
5. If the nesting survey is required, and the project was awarded prior to the nesting season, and the Contractor did not accomplish clearing/grubbing and/or work on bridge/culvert structures outside the nesting season, the Contractor will reimburse the Department of Roads for each survey required at \$1,000 per survey. If the project was awarded during the nesting season, and construction activities are such that clearing/grubbing and/or work on bridge/culvert structures must be accomplished prior to any other activity on the project, then there will be no charge assessed for the initial survey. The Contractor is responsible for removing all trees surveyed, that do not contain active nests, and for taking appropriate measures on bridge/culvert structures, within 3 days of the survey. Reimbursement for additional surveys may be charged if the Contractor fails to remove the trees within 3 days of the survey, and requires an additional survey. Survey reimbursement will be determined on a project specific basis, considering the project timeline and associated activities.
6. If an active nest is found during the survey, the Contractor should do everything possible to restructure his activities and leave the nest undisturbed until the young fledge. Fledging could occur within a week, or up to a month, after the survey depending on the species of bird and whether the nest contained eggs or young. Also depending on the species of bird and their sensitivity to disturbance, a buffer of up to 30 feet surrounding the tree with the active nest could be required.
7. If construction cannot be rescheduled to allow the birds to fledge, and it is determined as an unavoidable "take" circumstance, the Contractor shall stop all work within 30 feet of the active nest and coordinate with the Construction Project Manager to determine how to proceed. The Construction Project Manager will then coordinate with the NDOR Environmental Section and they will facilitate coordination with the US Fish and Wildlife Service and the Federal Highway Administration (for projects using Federal-aid) to determine the appropriate way to address the active nest. No work shall occur within 30 feet of

the active nest until US Fish and Wildlife Service coordination is complete and the requirements of the Migratory Bird Treaty Act are satisfied.

8. It is the Contractor's responsibility to schedule his work to accommodate the process of conducting a survey(s) and submitting the necessary documentation if avoidance is not practicable. The Contractor shall be responsible for using any legal and practical method to prevent the nesting of birds in order to prevent the need for any survey and prevent the need for additional surveys. It is understood and agreed that the Contractor has considered in the bid all of the pertinent requirements concerning migratory birds (including endangered species) and that no additional compensation, other than time extensions if warranted, will be allowed for any delays or inconvenience resulting in these requirements.

STORM WATER DISCHARGES (A-43-0408)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SHOP PLANS
(A-43-1108)**

Paragraph 5. of Subsection 105.02 in the *Standard Specifications* is amended to provide that the Contractor may furnish shop plans on half-size plan sheets [11x17 inches (297x420 mm)], provided all information is legible.

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

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

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

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

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

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

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

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

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

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

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

CONTRACT TIME ALLOWANCE (A-43-0911)

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

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

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

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

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

- b. (1) If the extra work is not in the original contract, time extensions will be granted by determining the actual time necessary to accomplish the extra work.
- (2) If the extra work is the result of the addition of additional quantities of existing contract items, time extensions will be granted by either:
 - (i) determining the actual time necessary to accomplish the extra work; or
 - (ii) determining the additional time to be granted by comparing the value of the additional quantities of work to the total amount of the original contract when measurement of the actual additional time is not possible or practical.
- (3) In either case, only the time necessary to perform the extra work of the additional quantities of existing contract items when the extra work or the additional quantities of existing contract items are deemed to be the current controlling operation will be granted as a time extension.
- c. Increases in quantities of work associated with traffic control items measured by the day will not be considered for extending the contract time allowance. Overruns of traffic control items that are measured by methods other than time may be considered for extending the contract time allowance, but they must be deemed to be a controlling operation when the overrun of quantities occurs.

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

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

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

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

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

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

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

4. a. (1) Upon presentation by the Contractor of receipted bills, billing invoices, or such other documentation sufficient to satisfy the Engineer and verify the Contractor's or subcontractor's actual costs for the materials, payments may also be allowed for acceptable nonperishable materials purchased expressly to be incorporated into the work and delivered in the vicinity of the project or stored in acceptable storage places within Nebraska.
- (2) Materials not delivered and stored in the immediate vicinity of or on the actual project site must be clearly marked to identify the project on which they are to be used, must be segregated from similar materials at the storage site, and cannot be included in a supplier's inventory of material available for sale for other purposes.
- (3) All items eligible for partial payment as stored materials must be available for verification, sampling, and measurement.
- b. The amount to be included in the payment will be determined by the Engineer, but in no case shall it exceed 100 percent of the value of the materials documented. This value may not exceed the appropriate portion of the value of the contract item or items in which such materials are to be incorporated, nor shall the quantity in any case exceed the total estimated quantity required to complete the project.
- c. Payment will not be approved when the documented value of such materials amounts to less than \$1,000.00, when the progress of the work is not in accordance with the requirements set forth in Subsection 108.07, or when the material can reasonably be expected to be incorporated into the work and eligible for payment as completed work on a progress estimate within 15 days of being placed into storage.
- d. Deductions at rates and in amounts which are equal to the payments will be made from estimates as the materials are incorporated into the work.
- e. Payment for the materials shall not in itself constitute acceptance, and any materials which do not conform to the specifications shall be rejected in accordance with Subsection 106.05.
- f. The Contractor shall be responsible for all damages and material losses until the material is incorporated into the work and the work is accepted.
- g. Partial payment will not include payment for fuels, supplies, form lumber, falsework, other materials, or temporary structures of any kind which will not become an integral part of the finished construction.
- h. No partial payments will be made on living or perishable plant materials until planted.

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

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

106.07 -- Buy America

1. The Buy America rule requires that steel or iron materials be produced domestically, and only those products which are brought to the construction site and permanently incorporated into the completed project are covered. Construction materials, forms, etc., which remain in place at the Contractor's convenience, but are not required by the contract, are not covered.
2. To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.
3. All manufacturing processes to produce steel or iron materials (i.e., smelting, and any subsequent process which alters the steel or iron material's physical form or shape, or changes its chemical composition) must occur within one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States, to be considered of domestic origin. This includes processes such as casting, rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material. The manufacturer shall include a statement on the material test report or certification that all material described above except the coating material is a domestic product.
4. Raw materials used in the steel or iron materials may be imported. All manufacturing processes to produce steel or iron materials must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel products. Waste products would include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks and the like. Also, steel trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw materials which is customary to prepare them for transporting are exempt from Buy America. The use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for steel and/or iron materials.
5. Notwithstanding this requirement, a minimum of foreign steel or iron materials will be permitted if its value is less than one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.
6. Upon completion of all work utilizing steel or iron products, the Prime Contractor shall furnish a letter to the State on company letterhead and signed by an officer of the company stating that documentation is on file certifying that all steel or iron

materials brought to the construction site and permanently incorporated into the work complied in all respects with the Buy America requirements.

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

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

4. Site Approval:
 - a. When borrow is obtained from a borrow site or waste excavation is placed at sites which are not shown in the contract, or the Contractor plans to use a plant or stockpile site which is not shown in the contract, the Contractor shall be solely responsible for obtaining all necessary site approvals. The Department will provide the procedures necessary to obtain approvals from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Nebraska State Historical Society, Nebraska Game and Parks Commission, and Nebraska Department of Natural Resources on the NDOR website. The Contractor shall also be responsible for obtaining a Discharge Number from the Nebraska Department of Environmental Quality (NDEQ) that allows work under the current Construction Stormwater Permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.
 - b. It is anticipated that it may require 60 calendar days or more for the Contractor to obtain the necessary approvals. The Contractor will not be allowed to begin work at borrow or waste sites until the necessary approvals are obtained. No extension of completion time will be granted due to any delays in securing approval of a borrow or disposal site unless a review of the time frames concludes that there were conditions beyond the Contractor's control.

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

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

**SPECIAL PROSECUTION AND PROGRESS
(Subletting or Assigning of Contract)
(A-43-0813)**

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

108.01 – Subletting or Assigning of Contract

1. a.(1) The Contractor will not be allowed to sublet, assign, sell, transfer, or otherwise dispose of any portion of the contract or any right, title, or interest therein; or to either legally or equitably assign any of the money payable under the contract or the claims without the prior written consent of the Engineer.
 - (2) With the Engineer's consent, the Contractor may sublet up to 70 percent of the work.
 - (3) Any items designated in the contract as "specialty items" may be performed by subcontract.
 - (4) The cost of any subcontracted "specialty items" may be deducted from the total contract cost before computing the percentage of work required to be performed by the Contractor.
 - (5) Subcontracts, or transfer of contract, will not release the Contractor of any liability under the contract and bonds.
- b. Certain items of work may be performed without a subcontract. A list of items not requiring a subcontract is available from the Engineer.
2. The performance of any work by a subcontractor before the date of authorization by the Department shall subject both the Contractor and subcontractor to the imposition of appropriate sanctions by the Department.
3. a. The Contractor's request to sublet work shall be made electronically to the NDR Construction Engineer using project management software identified by the Department. A signed subcontract agreement shall be on file in the Contractor's office when the request is made. The subcontract agreement must provide that the subcontracted work will be completed according to the terms of the contract. The required and Special Provisions contained in the proposal shall be physically included in any subcontract.
 - b. **On all Federal-aid projects, a scanned copy (.pdf format) of the signed subcontract agreement shall be included with the subcontracting request. (Federal-aid projects can be identified by inclusion in the Proposal of Form FHWA-1273 (REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS)).**
 - c. Scanned copies (.pdf format) of all executed subcontracts, written agreements, and/or lease agreements used to meet DBE goals shall be submitted to the NDR

Construction Engineer with the subcontracting request. These copies must show labor cost, material prices, overhead and profit.

4. a. Second tier subcontracts will be allowed.
 - b. If a DBE firm subcontracts work to another firm, only work subcontracted to another DBE firm can be counted toward meeting a DBE goal.
 - c. All requests for second tier subcontracting shall be submitted to and approved by the prime Contractor before they are forwarded to the NDR Construction Engineer for approval.
5. All subcontract documents relating to the contract shall be maintained during the course of the work and preserved for a period of three years thereafter. These documents shall be available for inspection by authorized representatives of State and Federal agencies. Scanned copies (.pdf format) of the signed subcontract agreements not specifically identified elsewhere in this Subsection shall be furnished to the Department upon request.
6. The Contractor may discuss a proposed subcontract with the Engineer before entering into a signed subcontract agreement, but final approval will not be granted until a formal request and proper certification has been received by the Department.
7. On projects requiring submittal of certified payrolls, all subcontractor payrolls shall be checked by the Contractor before submittal to the Engineer.
8. a. The prime Contractor, and subcontractors when subletting work to lower tier subcontractors, shall include language which can be identified as a "Prompt Payment Clause" as a part of every subcontract for work and materials.
 - b.(1) The language constituting the "Prompt Payment Clause" will require payment to all first tier subcontractors for all labor and materials --- for work completed to date --- within 20 calendar days of receipt of progress payments from the Department for said work. Similar language in a contract between a subcontractor and a lower-tier subcontractor will require payment to the lower tier subcontractor for all labor and materials --- for work completed to date --- within 10 calendar days of receipt of progress payments from the prime Contractor for said work.
 - (2) The language constituting the "Prompt Payment Clause" will also stipulate the return of retainage within 30 calendar days after the satisfactory completion of the work by the subcontractor as evidenced by inclusion of the work on a progress payment.
 - (3) Additionally, the language constituting the "Prompt Payment Clause" may stipulate the subcontractor's obligation to return to the Contractor or subcontractor, as the case may be, any overpayments which result from adjustments to measured and recorded quantities as part of the preparation of subsequent progress payments or the final records. Overpayments shall be returned to the prime Contractor or subcontractor, as the case may be, within 20 calendar days of receiving notice of the adjusted quantities and the amount of the overpayment.

- c. The prime Contractor of subcontractors, as the case may be, may withhold payment only for just cause and shall not withhold, delay, or postpone payment without first receiving written approval from the Department.
- d.(1) The failure by the prime Contractor to abide by the agreements identified in the "Prompt Payment Clause" without just cause, including the timely return of retainage, is a material breach of this contract which may result in the Department withholding the amount of payment from the prime Contractor that should have been paid to the subcontractor, termination of this contract, or other such remedy as the Department deems necessary.
- (2) Additionally, the failure of any subcontractor to abide by the agreements identified in the "Prompt Payment Clause" without just cause, including the timely return of retainage to lower tier subcontractors, or by failing to return overpayments in a timely manner when the language permitted in Paragraph 8.b.(3) above is included in the subcontract may result in the Department withholding subcontract approval for other work until the overpayments have been returned.

ELECTRONIC SHOP DRAWINGS (A-43-0813)

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

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

Control Number_Brief Description_Date.pdf

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

DOR.ShopDrawings@nebraska.gov

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

**LIABILITY INSURANCE
(A-55-0611)**

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

107.13 – Liability Insurance

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

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

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

5. Pollution Liability:
 - a. When “hazardous wastes” or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
 - c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as “extra work.”
6. Additional Requirements:
 - a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.
 - b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
 - c. If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
 - d. Any insurance policy shall be written by an insurance company with a Best’s Insurance Guide Rating of A – VII or better.
 - e. Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Roads as the certificate holders.
 - f. For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the Department when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the Department at the address listed below by mail (return receipt requested), hand-delivery, or facsimile transmission within 2 business days of receipt by Contractor of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Roads
Construction Division --- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- g. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- h. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- i. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

CONSTRUCTION DETAILS

TEMPORARY WATER POLLUTION CONTROL (B-3-0509)

Section 204 in the Standard Specifications is void.

CONSTRUCTION STORMWATER MANAGEMENT CONTROL (B-3-0509)

General

- 1. This Section defines some best management practices (BMPs) for erosion and sediment control measures and construction practices the Contractor shall use to prevent soil erosion and avoid water pollution.
- 2. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of the waters of the state, the project site, and adjacent property. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.
- 3. a. The Contractor shall take sufficient precautions to prevent pollution of the waters of the state, the project site, and adjacent property with construction debris, petroleum products, chemicals, or other harmful materials.
 - b. The Contractor shall conduct and schedule the operations to avoid interference with any protected species.
 - c. The Contractor shall comply with all applicable statutes relating to pollution of the waters of the state and fish and game regulations.

4. All construction debris shall be disposed in a manner that it cannot enter any waterway. Excavation shall be deposited as to protect the waters of the state from siltation.
5. The erosion and sediment control measures shall continue until the permanent drainage facilities have been constructed and the slopes are sufficiently vegetated to be an effective erosion deterrent or until tentative acceptance of the work.
6. All erosion and sediment control measures shall be properly maintained by the Contractor.
7. All erosion and sedimentation resulting from the Contractor's operations and the weather conditions must be corrected by the Contractor.

LIMITATION OF OPERATIONS (B-3-0509)

General

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

CONSTRUCTION METHODS (B-3-0509)

General

1. The Contractor shall conduct all construction activities to control sediment and avoid soil erosion.
2. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.
3. Construction stormwater management control measures for Contractor obtained construction work areas located outside the right-of-way, such as borrow pit operations, haul roads, plant sites, staging areas, equipment storage sites, etc. are the sole responsibility of the Contractor. All construction stormwater management control measures for these areas are at the Contractor's expense. The Contractor is responsible for securing all required permits for use of these areas.
4. The construction stormwater management procedures contained herein shall be coordinated with any permanent erosion control measures specified elsewhere in the contract to the extent practical to assure economical, effective, and continuous erosion and sediment control throughout the construction period.
5. The Contractor shall be responsible to limit erosion and prevent siltation into the waters of the state during the construction period, as well as during the times that work may be suspended.
6. a. The installation of all erosion and sediment control items shall be installed by qualified personnel who are knowledgeable in the principles and practice of various BMP installations.

b. The installation of all erosion and sediment control items shall be done under the direct supervision of the Contractor's NDOR-Certified Erosion and Sediment Control Inspector. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.

c. The Contractor shall notify the Engineer of all Contractor NDOR-Certified Erosion and Sediment Control Inspectors who will be on the project to direct and inspect all erosion and sediment control BMP installations.

d. No payment will be made for any erosion and sediment control item unless a Contractor NDOR Certified Erosion and Sediment Control Inspector was present to directly supervise and inspect the work.

e. No payment will be made for any erosion and sediment control item that is not properly installed. All erosion and sediment control items shall be installed as per the NDOR Standard Plan or the manufacturer's instructions.

**ENVIRONMENTAL COMMITMENT DOCUMENT
(B-3-0509)**

General

This specification establishes the required documentation included in the Environmental Commitment Document and Project Erosion and Sediment Control Inspection. The Department and the Contractor, as co-permittees, will comply with all conditions required by the current NPDES Construction Storm Water General Permit.

Environmental Commitment Document

1. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments, when applicable.
 - a. (Pre-Bid) The Department will provide information related to commitments made for but not limited to:
 - i. Storm Water Pollution Prevention Plan.
 - ii. U. S. Army Corps of Engineers 404 Permit.
 - iii. Nebraska Department of Environmental Quality 401 Water Quality Certification.
 - iv. State Title 117 Waters (COE Non-Jurisdictional).
 - v. Floodplain Permit.
 - vi. Historic Clearance.
 - vii. Threatened & Endangered Species Clearance.
 - viii. FHWA Environmental Clearance.
 - ix. NPDES Construction Stormwater Permit (within Right-of-Way limits, only).
 - x. Conservation Measures.
 - xi. Migratory Bird Treaty Act.
 - xii. Other pertinent issues.
 - b. (Post-Bid) The Contractor shall provide the following information that will be included in the Environmental Commitment Document but not limited to:
 - i. Temporary Erosion Control Plan.
 - ii. Spill Prevention and Control Plan.
 - iii. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments.
 - iv. Name and telephone number of the employees that are NDOR-Certified Erosion and Sediment Control Inspectors.
 - v. Construction Schedule/Critical Path.

Temporary Erosion Control Plan

1. The Contractor shall prepare and submit the Temporary Erosion Control Plan prior to the start of any work. The Contractor shall not begin work until the Temporary Erosion Control Plan has been submitted to the Engineer and appropriate erosion control measures are in place. Payment for any work on the contract will be withheld if erosion control measures are not in place or properly maintained.
2. The submittal of the Temporary Erosion Control Plan, the approval to increase the maximum surface area, or any payment for or acceptance of any or all of the work shall not operate as a waiver of the Contractor's responsibility under this specification.
3. The Temporary Erosion Control Plan shall be amended as work progresses and site conditions change.
4. The Temporary Erosion Control Plan will be reviewed at the project progress meeting. All active Contractors will have their Inspectors present, and work as a team to determine Temporary Erosion Control BMP's as they are needed.
5. Payment for preparing the Temporary Erosion Control Plan is subsidiary to items that direct payment is made.

Spill Prevention and Control Plan

1. The Contractor shall prepare and submit the Spill Prevention and Control Plan prior to the start of any work. The Contractor shall not begin work until the Spill Prevention and Control Plan has been submitted to the Engineer and appropriate Spill Prevention and Control measures are in place.
 - a. Spill Prevention and Control Plan should clearly state measures to stop the source of the spill, contain the spill, clean up the spill, dispose of contaminated materials, and train personnel to prevent and control future spills.
 - b. Spill Prevention and Control Plans are applicable to construction sites where hazardous wastes are stored or used. Hazardous wastes include, but not limited to: pesticides, paints, cleaners, petroleum products, fertilizers, and solvents.
2. The Spill Prevention and Control Plan will be included in the Environmental Commitment Document.
3. Direct payment will not be made for the Spill Prevention and Control Plan.

Storm Water Pollution Prevention Plan (SWPPP)

1. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.
2. The Department will prepare the NDOR Project SWPPP for construction activities causing a land disturbance within the Right-of-Way, temporary easements, and permanent easements of one (1) acre or more.
 - a. Areas of construction support activities located on private property, obtained by the Contractor, are not included in the NDOR Project SWPPP.

3. The Engineer and the Contractor will perform inspections as required by the current NPDES Construction Storm Water General Permit. Payment for project inspection is subsidiary to items that direct payment is made.
4. The SWPPP will be maintained and updated by the Engineer as work progresses and site conditions change, to accurately describe the BMPs that are currently in place.
5. The Contractor's participation in SWPPP inspections, maintenance and updates shall begin on the first day construction activities cause land disturbance and end on the date of project completion as evidenced as the completion date in the District Engineer's Letter of Tentative Acceptance.

Project Erosion and Sediment Control Inspection

1. Inspections must be conducted by a NDOR-Certified Erosion and Sediment Control Inspector. The Contractor and the Engineer shall conduct inspections in accordance with the NPDES Construction Storm Water General Permit.
2. The NDOR-Certified Erosion and Sediment Control Inspector certification is obtained by completing an erosion and sediment control inspector training course provided by the Nebraska Department of Roads and passing the examination that accompanies the training.
3. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be responsible for ensuring that all BMPs are installed in accordance with NDOR Specifications, Special Provisions, NDOR Standard Plans, or the manufacturers' recommended installation instructions. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be capable of reading and interpreting these documents. The Inspector shall be familiar with product and structural BMPs. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector is required to inspect, assess, and supervise the maintenance of erosion and sediment control BMPs to ensure compliance with the NPDES Construction Storm Water General Permit while preserving BMP functionality.
4. Payment for project inspection is subsidiary to items that direct payment is made.

ENVIRONMENTAL COMMITMENT DOCUMENT ENFORCEMENT (B-3-0509)

General

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

- c. Failure to remove non-functioning pollution prevention control BMPs.
- d. Failure to comply with U. S. Army Corps of Engineers 404 Permit requirements.
- e. Failure to comply with NPDES Construction Storm Water General Permit requirements.
- f. Failure to comply with all applicable statutes relating to pollution of the waters of the state.
- g. Exceeding the maximum exposed surface area for excavation of 18 Acres without written request for permission and written approval.
- h. Failure to comply with Plans, Specifications, and Contract requirements for the Environmental Commitment Document.

Conditions

- 1. a. The count of Working Days and Calendar Days shall continue during the time period that corrective work is being performed.
 - i. Delays to the project as a result of the Contractor conducting corrective actions for the Environmental Commitment Document shall not constitute a valid reason for an extension of the contract time allowance.
- b. The Contractor shall begin maintenance operations, provide adequate equipment and personnel, and diligently pursue the work without cessation until all deficiencies have been corrected.

Corrective Actions

- 1. a. Deficiencies shall be corrected within seven calendar days of notification. When deficiencies are not corrected within seven calendar days, the Engineer will make a disincentive assessment to the contract as stated herein.
- 2. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven calendar days, the Contractor shall notify the Engineer in writing. The Contractor's letter shall state the reasons preventing corrective action within the time allowed. The Contractor shall propose a Corrective Action Plan within 48 hours. Corrective work shall continue while the Plan is developed. The Contractor's Corrective Action Plan must contain a course of action and a time frame for completion. If the reasons and the Corrective Action Plan are acceptable to the Engineer, the Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If work described in the approved Corrective Action Plan does not commence as proposed, the Engineer may immediately invoke the NDOR Environmental Commitment Control Deficiency Notification Shut-Down Notice.

3. The Engineer may require the Contractor to provide a written Procedures Plan. The Procedures Plan shall detail the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within seven calendar days of the request. Failure to correct all deficiencies and provide a Procedures Plan may result in payments being withheld until such time that procedures are outlined.

Notification

1. Deficiencies will be documented using the NDOR Environmental Commitment Deficiency Notification Form and the Corrective Action Log.
2. Initial Notice:
 - a. The Initial Notice will notify the Contractor of Environmental Commitment deficiencies and direct that they be corrected.
 - b. If all corrective work is completed within the time allowance shown in the initial notice or time shown in the Contractor's approved Corrective Action Plan, a disincentive assessment will not be imposed upon the Contractor.
3. Shut-Down Notice:
 - a. If all corrective work identified in the Corrective Action Log attached to the Initial Notice has not been completed at the end of the seventh calendar day after the Initial Notice Date, a Shut-Down Notice will become effective on the eighth calendar day after the Initial Notice Date.
 - b. All current operations shall cease as of the date and time cited by the Shut-Down Notice. The Contractor shall only work on Environmental Commitment deficiencies. After the Shut-Down Notice, the penalty day assessment will be counted as a Calendar Day.

Disincentive Assessments

1. If the corrective work is not complete within seven Calendar Days after the Initial Notice, a disincentive assessment of \$250.00 per Deficiency Location per Calendar Day for each Deficiency Location remaining uncorrected will begin on the eighth calendar day after the Initial Notice Date and continue through and count the day the last corrective work was completed for each Deficiency Location.

Corrective Action Incentive

1. The Contractor shall comply with the NPDES Construction Storm Water General Permit to correct all pollution prevention control deficiencies within 7 calendar days from when the Contractor was notified of the Environmental Commitment deficiencies and prior to the next storm event. The Contractor shall begin maintenance operations, provide adequate equipment and personnel, and diligently pursue the work --- without cessation --- until all deficiencies have been corrected.

2. The Department will pay an incentive as outlined in Table A when the Contractor is notified by the Environmental Commitment Deficiency Notification and Corrective Action Log and commences work to correct deficiencies resulting from a storm event that exceeded 0.50 inch of rain. One payment per notification will be made. Multiple deficiencies may be included in one notification.

Table A	
Corrective Action Incentive Payment Schedule	
Incentive to commence corrective work within:	
24 Hours of Notification	\$300.00
48 Hours of Notification	\$200.00

3. An incentive payment will not be paid if corrective work does not commence as outlined in Table A and completed within 7 days, or if an unscheduled visit coincides with a normally scheduled visit.
4. An incentive payment will not be paid for scheduled maintenance visits, expected to occur every 14 days, or pollution prevention BMP installations, maintenance, and removals required due to daily Contractor operations.
5. Immediate Action Deficiencies are not eligible for incentive payment.

Immediate Action Deficiencies

1. Deficiencies that pose an imminent threat to the environment are considered an emergency situation. These deficiencies will be identified in the Immediate Action Deficiencies section of the Environmental Commitment Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.
2. The Contractor will be assessed a disincentive assessment of \$500.00 per Deficiency per Calendar Day for failure to begin corrective actions or failing to continue to completion.
3. Examples of Immediate Action Deficiencies include but not limited to:
 - a. Threatened & Endangered Species habitat protection deficiencies
 - b. U. S. Army Corps of Engineers 404 Permit Noncompliance
 - c. Petroleum Spills/Tank Leakage
 - d. Hazardous Material Spills

Rights Reserved

1. The Department reserves the right to initiate and perform corrective action on any deficiencies and then assess the costs to perform the work against the Contractor.

2. The Contractor shall be liable to the Department for any and all costs incurred by the Department as a result of the Contractor's actions, inactions, or for failure to comply with the NPDES Construction Storm Water General Permit, U. S. Army Corps of Engineers 404 Permit, or any other applicable permit.
3. It is expressly understood that the provisions of this specification will not relieve the Contractor of his/her responsibilities nor shall it relieve the surety of its obligation for and concerning any just claim.

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

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

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

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

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

FHWA Luminance Factor

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

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

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

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

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

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

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

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

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

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

PERMANENT TRAFFIC MARKING (D-8-0211)

Description

The work shall consist of painting centerline, edgeline and all other miscellaneous lines on the roadway at the locations detailed in the plans and these Special Provisions. These Special Provisions contain a listing of miles to be striped in the spring. These specifications cover the

application of traffic paint and Type I beads on bituminous or Portland cement concrete pavements.

Materials

Paint

Traffic paint shall be furnished ready-mixed in two colors (white and yellow).

The traffic paint shall be suitable for use with Type 1, drop-on, dual coated, resistant glass beads.

The traffic paint shall bind glass beads in such a manner as to produce maximum adhesion, reflection, and refraction. The paints shall show proper capillary action at the interstices existing between the beads to provide good anchorage and refraction.

Reflectorized stripes of the traffic paints on the bituminous or Portland cement concrete pavements shall show good durability and good night visibility throughout their useful life.

The paint shall not liver, thicken, curdle, gel, or settle excessively, or otherwise any objectionable properties after periods of storage not to exceed six months. At during such periods, the paint shall be readily remixed to a smooth, uniform consistency throughout.

The volatile content of the finished paint shall contain less than 150 grams of volatile organic matter per liter of total non-volatile paint material in accordance with ASTM D 3960. Certification of volatile organic content will be required for each batch of paint.

The mixed paint shall be free of lead, mercury, cadmium, hexavalent chromium, and any other toxic heavy metals.

Sampling and Testing. Except as specified in this proposal, the traffic paints shall be sampled and tested in accordance with the appropriate method in Federal Test Method Standard No. 141. If no method exists in the Federal Test Method, the appropriate ASTM Method shall be used.

Prior to shipment, successful bidders shall provide a 1 pint sample representative of each batch/lot of paint to be supplied, for testing and evaluation purposes. The required testing will take approximately 10 days to accomplish.

Each paint sample shall be accompanied by certified test results for all tests stipulated in this specification including volatile organic content of the mixed paint. To permit easy reference and identification, the project number, type of paint, manufacturer code number, batch number, color and date of manufacture shall identify each sample. The Contractor shall arrange for overnight delivery of the samples to the Department's Chemical Laboratory and shall be responsible for the total cost of these shipments. Samples are to be submitted to the Chemical Tests Manager, Materials and Research Division, Nebraska Department of Roads, 1400 Nebraska Highway 2, Lincoln, NE 68502.

Raw materials and/or finished products, which fail to meet any requirement of these specifications, shall be subject to rejection.

ACRYLIC RESIN WATERBORNE LEAD FREE TRAFFIC PAINT

Materials

Pigment:

Titanium Dioxide - This material shall comply with the latest revision of the specification for Titanium Dioxide Pigments, ASTM D 476, Type II, Rutile.

Pigment Yellow C.I. #65 - This material will only be allowed from Clariant, Engelhard, Dominion or Sun Chemical.

Yellow Iron Oxide - This material shall comply with the latest revision of ASTM D 768 and will only be allowed from Harcors (YLO-2288D) or OSO Iron Oxide (OS0440).

Calcium Carbonate - This material shall comply with the latest revision of the specification for Calcium Carbonate Pigments, ASTM D 1199, Type GC, Grade 1, with a minimum of 94% total calcium and magnesium reported as carbonates and Type PC, grade 1, with a minimum 96.5% calcium carbonate.

Vehicle:

Acrylic Emulsion Polymer - The non-volatile portion of the vehicle shall be a 100% acrylic polymer such as Rohm and Haas Rhoplex Fastrack 3427, Dow Chemical DT 250, or an approved equal.

Methyl Alcohol - ASTM D 1152 Specific Gravity, 20/20°C, 0.7920 to 0.7930.

Propylene Glycol - ASTM D 5164

Water - Potable.

Miscellaneous Materials:

The type and/or composition of the following materials shall be left to the discretion of the manufacturer as long as the finished product meets the traffic paint requirements as specified herein:

Dispersant	Rheology Modifier
Surfactant	Coalescent
Defoamer	Preservative

Standard Formulation:

The following Standard Formulas shall be the basis for the paint. No variations will be permitted except for the replacement of volatiles lost in processing or those approved by the Nebraska Department of Roads Chemical Laboratory. Amounts are shown in pounds of material.

Color of Traffic Paint	White	Yellow
C.I. Pigment Yellow 65	---	50
Titanium Dioxide, Rutile Type II	100	40
Yellow Iron Oxide	---	2
Calcium Carbonate, Type PC	150	125
Calcium Carbonate, Type GC	430	450
Rheology Modifier	0.5*	0.3*
Acrylic Emulsion, 50% Solids	541	535
Coalescent	24	23
Defoamer	5	6
Dispersant	8	10
Surfactant	2	2
Methyl Alcohol	15	15
Propylene Glycol	15	14
Preservative	1.5	1.5
Water	10	15
Total Pounds	1302	1288.8

* Rheology Modifier amount may be varied by up to 0.1 pound to adjust viscosity to desired range.

Pigment Composition:

Analysis of the extracted pigment:

	Percent by Weight of Pigment	
	White	Yellow
Organic Yellow 65	---	7.5* min.
Titanium Dioxide	13.4 min.	6 min.
Calcium Carbonate	86 max.	89 max.
Yellow Iron Oxide	---	0.3 min.

* To be determined by x-ray fluorescence, color spectrophotometry, or any other method the Department may choose.

Physical Properties:Analysis of the physical properties

Total Solids, percent by weight	73 min.
Pigment, percent by weight	49 to 54
Vehicle, percent by weight	46 to 51
Non-volatile in Vehicle, percent by weight	44 min.
Weight per Gallon, lbs.,	
White	13.0 ± 0.3
Yellow	12.6 ± 0.3
Consistency, at 77°F, Krebs Units	83 to 98
Fineness of Grind, Hegman Scale	3 min.
pH	9.6 min.
Drying Time, No-Tracking, minutes	3 max.
Drying Time, Dry Through, minutes	130 max.
Drying Time, No Pick Up, minutes	10 max.
Reflectance	
White	83 min.
Yellow	50 min.
Contrast Ratio, 15 mils wet	0.96 min.

Detailed Requirements:

1. Condition in Container – The paint shall be finely ground; shall not show excessive settling; shall show no gelling, curdling, livering, caking, lumps, skins, or color separation and shall be easily dispersed with a hand paddle to a smooth, homogeneous state. After storage for periods up to 6 months from the date of packaging, the pigment shall be readily dispersed and the consistency of the paint shall not have changed more than 5 KU (Krebs Units) from that of the freshly delivered paint.
2. Fineness of Grind – The traffic paint shall have a grind of not less than 3 on the Hegman Scale when tested in accordance with ASTM D 1210.
3. Color - For white traffic paint, the color after drying shall be a flat white, free from tint, furnishing good opacity and visibility under both daylight and artificial light. For yellow, the color shall closely match Color 33538 of Federal Standard 595b and shall be ± 6% from the PR #1 chart central color when read over the black portion of a Leneta black and white paper chart. Measurements shall be performed using a color spectrophotometer with a 45°/0° circumferential viewing geometry, illuminate “C”, and an observer of 2°.
4. Reflectance - The daylight directional reflectance (Y) of the white traffic paint shall not be less than 83. The daylight directional reflectance (Y) for the yellow traffic paint shall not be less than 50. The paint shall be applied to a Leneta black and white paper chart at a wet film thickness of 15 mils. After drying 24 hours, the reflectance of the traffic paint shall be measured over the black portion of the chart using a Hunter Lab color spectrometer or equal. (ASTM E 1347).
5. Contrast Ratio – The minimum contrast ratio for both white and yellow traffic paint shall be 0.96. The paint shall be applied on a Leneta black and white paper chart at a wet film thickness of 15 mils and dried for at least twenty-four hours. Using a color spectrometer the Reflectance (Y) values of the paint shall be obtained using a 45° viewing angle, a 2°

observation angle and illuminate "C". Contrast Ratio is the ratio of the reflectance on a black square to that of an identical film on a white square.

6. Consistency – The waterborne traffic paint shall have a consistency of not less than 83 or more than 98 Krebs Units at 77°F. A Brookfield viscometer or equal with a paddle-type rotor shall be used in accordance with ASTM D 562 for the measurement of consistency.
7. Drying Time, No Pick Up – The waterborne paint shall be dry to no-pick-up in not more than 10 minutes. This laboratory drying time shall be determined in accordance with ASTM D 711. Paints shall be applied at a paint temperature of 77°F. The no-pick-up drying time of the paints in the field shall comply with the laboratory no-pick-up drying time requirements.
8. Drying Time, No Tracking - No tracking shall be the time in minutes required for the line to withstand the running of a standard automobile over the line at a speed of approximately 40 mph, simulating a passing procedure without tracking of the reflectorized line when viewed from a distance of 50 feet.

The paint shall dry to no tracking conditions under traffic in three minutes maximum. When applied at a temperature of 50°F to 120°F at a wet film thickness of 15 mils with six pounds of glass beads per gallon of paint, this maximum tracking time shall not be exceeded when the pavement surface temperature varies from 50°F to 120°F at a relative humidity of 80% or less.
9. Drying Time, Dry Through - The paint shall be applied to a non-absorbent substrate at a wet film thickness of 15 ± 1 mils and placed in a humidity chamber controlled at $90 \pm 5\%$ R.H. and $72.5 \pm 2.5^\circ\text{F}$. The dry through time shall be determined according to ASTM D1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.
10. Spraying Properties - The traffic paints (as received) shall have satisfactory spraying properties.
11. Appearance of Dry Film - The sprayed paints shall dry to a smooth, uniform finish free from roughness, grit, unevenness, and other surface imperfections. There shall be no bleeding, streaking, separation, blistering, wrinkling, or cracking.
12. Bleeding - The paint shall have a minimum bleeding ratio of 0.96 when tested in accordance with Federal Specification TT-P-1952E. The asphalt saturated felt shall conform to ASTM D 226 for Type I.
13. Flexibility - The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952E.
14. Water Resistance - The paint shall conform to Federal Specification TT-P-1952E. There shall be no blistering or appreciable loss of adhesion, softening, or other deterioration after examination.
15. Dilution Test - The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

16. Accelerated Package Stability – (ASTM D 1849 & TT-P-1952E) Fill a clean 500 ML (1 pint) resin-lined friction-top can with thoroughly mixed sample. Measure the initial consistency. Close the can tightly to prevent evaporation loss. Store this can in an oven at a temperature of 52°C for two weeks. After two weeks, remove the can from the oven and allow it to cool to room temperature. Examine the paint for livering and hard settling. Hand stir the sample for 5 minutes to ensure uniform distribution. The paint shall show no caking, skinning, livering or hard settling. It shall be dispersible by hand stirring for 5 minutes to a smooth, homogeneous state. When compared to the initial consistency, the sample shall show no change greater than 5 Krebs Units after this heated storage period.

GLASS BEADS

The beads shall be glass beads to be applied on the wet film surface of traffic paint to improve the nighttime visibility of the pavement marking.

Glass beads for use with Acrylic Waterborne Traffic Paints or VOC Compliant Solvent based traffic paints shall be designated as AASHTO M 247 Type I Coarse Dual-Coated moisture resistant beads.

The beads, as received, shall be free from clumps and lumps, shall contain no extraneous material and shall flow freely when applied to traffic paint.

The glass beads shall be highly resistant to the effects of weathering as determined by laboratory tests and field tests. The glass beads shall show good adherence to the paint and provide good night visibility throughout the useful life of the reflectorized paint.

The beads shall allow sufficient capillary action to form a firm embedment in typical traffic paint when dropped on a freshly applied paint film of 15 ± 1.5 mils wet thickness.

Type I Coarse Dual Coated Glass Beads shall meet the following requirements:

Imperfections. The total imperfect beads on all sieves shall not exceed 20 percent. In addition, the glass beads shall have not more than 30 percent imperfect beads retained on any sieve. Imperfect beads are defined as ovate or otherwise nonspherical in shape; two or more beads fused together; and beads which show turbidity, pitting, scratching, surface wrinkling, internal air bubbles, or other inclusions. The percentage of imperfect beads and non-glass material shall be determined by microscopic inspection of a representative sample of not less than 500 beads. All particles in the sample shall be counted regardless of shape or material.

Index of Refraction. The glass beads shall have an index of refraction of not less than 1.50 when tested by the liquid immersion method at 25° C.

Gradation. The drop-on glass beads in a representative sample shall meet the following gradation requirement when tested in accordance with Standard Method of Test for Sieve Analysis of Glass Spheres, ASTM D 1214.

U.S. Standard Sieve No.	Sieve Opening Millimeters	Amount Passing, %
20	0.850	90-100
30	0.600	55-80
50	0.300	5-25
80	0.180	0-5

Moisture Resistance: The glass beads shall pass the “Moisture Resistance Test” as defined in AASHTO Designation M 247, Section 5.4.2.

Embedment Coating Test: The glass beads shall be tested for verification of silane presence/adhesion promoter, by performing the “Dansyl Chloride Test.”

Bead Embedment: A minimum of 90% of the beads shall be embedded between 40% and 60%.

Apply waterborne traffic paint to a glass panel at a wet film thickness of 0.012 inch followed immediately by an application of glass beads dropped onto the surface of the paint. After drying for at least 24 hours, observe the amount of bead embedment with a 30-power microscope. At least 90% of the beads shall be embedded between 40% and 60%.

Heavy Metal Concentration: Glass traffic beads shall not contain more than 75 ppm (total) of arsenic or 100 ppm (total) of lead, when tested in accordance with EPA Methods 3052 and 6010B. Other suitable x-ray fluorescence spectrometry analysis methods may be used to screen samples of glass spheres for arsenic and lead.

The required testing will take approximately 10 days to accomplish. All beads to be used shall be tested and accepted prior to incorporating in the work. Each batch of the beads to be used shall be submitted by the Contractor to the Department’s Chemical Laboratory at 1400 Nebraska Highway 2, Lincoln, Nebraska 68502. The bead samples shall be identified by the project number, type of bead, manufacturer code number, batch number and date of manufacture. The samples shall be accompanied by certified test results indicating that the beads being submitted have passed all of the above noted tests.

Handling and Storage

The Contractor shall provide the equipment required to load and unload the required materials. No State equipment or staff will be available for use by the Contractor. The Contractor will be responsible for establishing storage sites for the materials and equipment. Department maintenance yards and buildings shall not be used by the Contractor for storage areas.

Equipment

The equipment used for applying traffic marking paint and beads shall be a self-propelled applicator. The striper used for pavement marking shall:

1. Be capable of applying three lines simultaneously on the left side for centerline markings and/or one line on the right side of the unit for edgeline markings.
2. Be capable of applying the traffic marking paint 5" wide to a dry thickness of 12±1 mils that is uniform across the width and length of the stripe.
3. The reservoirs shall be equipped with agitators that keep the paint in a smooth and even mixture.
4. Be equipped with an automatic skip device that applies a stripe and gap of a specified length with a tolerance of three inches per cycle of skip. This tolerance shall not be accumulated in subsequent cycles. The striper shall be able to adjust the cycle while striping to allow matching the existing stripe.
5. Be capable of applying the traffic marking beads to the wet paint immediately after the application of the paint at a rate required in the plans and these Special Provisions. The bead applicator shall be equipped with an automatic shut off synchronized with the paint flow.

The trailing vehicles must be capable of carrying the traffic control as shown in the plans.

Construction Methods

Pavement Surface Preparation.

The roadway to be striped shall be cleaned of foreign matter that would prevent the paint from adhering to the roadway. The paint shall be applied to a dry pavement surface.

Traffic Control.

The Contractor shall supply as a minimum the traffic control shown in the plans. Variations to the traffic control plans shall be submitted in writing to the Engineer. Traffic cones may be necessary in some cases to prevent tracking of the paint. No changes may be instituted until approved in writing by the Engineer.

Traffic shall be maintained through the work area at all times.

Traffic shall be controlled through the work area until the pavement markings have dried sufficiently to prevent tracking.

Equipment not actively involved in applying pavement markings shall not be parked or stand within 20 feet of the edge of the roadway during day and 30 feet at night. This includes any preparation of equipment, filling reservoirs, mixing paint or cleaning of equipment.

Application of Marking Materials

Pavement marking materials as specified shall be applied with equipment meeting the specifications above. In those areas where there are curbed medians, the curbs shall be painted yellow. Where the area to be painted is an odd area hand sprayers and manual bead application is acceptable.

The paint shall be applied within the manufacturer's recommended temperature range. The paint shall not be applied when the wind prevents the Contractor from placing markings acceptable to the Engineer. Striping shall be performed only during daylight hours.

The beads shall be applied at the rate of 8 pounds per gallon of paint applied. If application rates are not within the requirements, the marking application shall be stopped until corrections are made. The beads shall be applied evenly over the entire surface of the freshly applied paint.

The paint shall be applied in such a manner as to follow the existing lines on the roadway. The paint shall be applied to a uniform dry thickness of 12 ± 1 mils and shall be $5'' + 1/2''$ wide. The Engineer will take periodic samples to ensure the thickness and width of the stripe. Finished lines shall have well defined edges and lateral deviations shall not exceed two inches in 200 feet. Excessive overspray, as determined by the Engineer, will not be permitted. The dashed lines shall be within three inches of their intended length and intended placement. When placing new stripes the cycle of dashed line and gap shall not vary more than 3". This tolerance shall not be accumulated in subsequent cycles. Lines not meeting these requirements may, at the discretion of the Engineer, be ordered removed and replaced at no cost to the State. Removal, if required, shall be accomplished by sandblasting, shotblasting, hydro blasting or other methods approved by the Engineer. The estimated paint requirement for white paint is approximately 50 gallons per roadway mile and for the yellow paint is approximately 15 gallons per roadway mile. These numbers are estimates and are included for information only.

Method of Measurement

Paint striping will be measured by the mile of roadway striping applied and accepted by the Engineer for the roadways shown in the plans regardless of the number of lines placed. The amount to be paid shall be the amount shown in the plans and these Special Provisions adjusted for any changes authorized and ordered by the Engineer. For the miscellaneous small areas under 50 stations in length and not shown in the plans but order striped by the Engineer, the striping shall be paid for by the 100 ft. station of roadway striping applied and accepted by the Engineer regardless of the number of lines striped in that station. Additional areas over 50 stations in length shall be striped at the contract unit price for striping by the mile. The paint shall be measured by the gallon used for both the white and yellow paint. The amount to be paid shall be the gallons as converted from the actual weight of paint used. The Contractor will be required to weigh the containers of paint when full and again when empty in order to establish the total weight of paint consumed. Contractor furnished scales shall bear a current Department of Agriculture inspection sticker and shall be checked regularly by weighing on a calibrated commercial scale. Other methods of measuring the weight of paint may be submitted for approval by the Engineer. This total weight shall be converted to gallons based on the specific gravity of the paint furnished. Any waste due to calibration of the equipment or spillage shall be deducted from the amount to be paid. The beads shall be subsidiary to items for which direct payment is made. Any striping

ordered removed and replaced shall be done so at no expense to the Department including striping, paint and beads. The Contractor will be responsible for the disposal of the empty paint drums in accordance with all applicable federal, state and local laws and regulations. In the event that a reduction in mileage to be striped results in an excess inventory of paint or beads at the end of the project, no adjustment will be made unless the reduction in quantity qualifies as a significant change as defined in Section 104.02, Paragraph 2, of the Standard Specifications.

Basis of Payment

The quantity of traffic striping completed and accepted by the Engineer shall be paid for at the contract unit price per roadway mile or per 100' station for the item "Paint Striping". The price shall be full compensation for preparing the surface, all vehicles and traffic control required by the plans and Special Provision, applying the paint and beads for all lines required in the section of roadway including edgelines, centerlines, flyby lanes, climbing lanes, right and left-turn lanes and median curbs. The table of roadway mileage is for information only. The disposal of the empty paint drums and all other waste products produced by the Contractor's operations shall not be paid for directly but shall be considered subsidiary to the item "Paint Striping". The quantity of paint placed and accepted by the Engineer shall be paid for at the contract unit price per gallon for the items "Acrylic Waterborne Paint, Yellow" and "Acrylic Waterborne Paint, White". This price shall be full compensation for furnishing, hauling, handling, storing, mixing, weighing and loading the paint and beads and all labor, equipment and incidentals required to complete the work. The quantity of paint to be paid on any estimate shall be 90% of the estimated quantity until the final quantity is established by weighing the empty containers.

HIGHWAY MILES – DISTRICT 7

Hwy	Beg Ref Post	End Ref Post	Description Beginning	Description Ending	Ref Post Miles	Actual Miles
4	4.62	21.00	Jct. 6/34	R.P. 21	24.38	24.38
4	25.00	29.00	R.P. 25	R.P. 29	4.00	4.00
4	34.00	48.76	RP 34.00	RP 48.76	14.76	14.76
6	0.00	22.86	CO State Line	Imperial Perm Striping	22.86	22.89
6	24.16	24.93	Imperial Perm Striping	W. Jct US-6/N-61	0.77	0.77
6	25.14	32.78	W. Jct US-6/N-61	Enders	7.64	7.64
6	33.02	34.23	Enders	E. Jct US-6/N-61	1.21	1.21
6	42.88	50.00	Wauneta	Hamlet	7.12	7.12
6	58.00	72.49	Palisade	Jct US-34	14.49	14.49
6	72.49	74.49	Jct US-34	Culbertson	2.00	2.00
6	75.18	85.11	Culbertson	West Edge of McCook	9.93	9.93
6	87.73	120.21	East Edge of McCook	West Edge of Holbrook	32.48	32.48
6	120.74	125.94	East Edge of Holbrook	West Edge of Arapahoe	5.20	5.20
6	126.96	158.25	East Edge of Arapahoe	Holdrege	31.29	31.29
6	166.00	166.77	East of Airport Rd.	Funk	0.77	0.77
6	174.39	180.80	Jct N-44 North	West edge of Minden	6.41	6.41
6	182.00	184.50	East edge of Minden	CR east of Minden	2.50	2.50
6	185.00	194.49	CR east of Minden	Adams CL	9.49	9.49
10	0.00	34.19	KS State Line	Minden Asphalt/Conc	34.19	34.19
17	0.00	18.38	KS State Line	Jct US-6	18.38	18.38
18	0.00	0.20	Jct N-23	South Curtis CL	0.20	0.20
18	10.09	20.25	Stockville	Orafino	10.16	10.16
23	0.00	43.98	CO State Line	Lincoln Co. Line	43.98	43.98
23	84.05	152.00	South Jct US 83	Loomis	67.95	67.95
25	13.94	14.83	Swanson Reservoir	N Trenton City Limits	0.89	0.89
25	14.83	29.76	N Trenton City Limits	S. Hayes Center South Proj.	14.93	14.93
25	38.03	53.28	N. Hayes Center South Proj.	Lincoln Co. L	15.25	15.25
27	0.00	0.68	KS State Line	South of US-34 Jct.	0.68	0.68
34	0.00	29.17	CO State Line	S. of Repub River Bridge	29.17	29.17

34	30.00	49.22	N. of BNSF Bridge	Stratton	19.22	19.22
34	64.00	68.27	East of Trenton	Jct US-6	4.27	4.27
44	20.00	30.00	Jct. N 4	N. of Wilcox	10.00	10.00
44	32.00	47.30	N. of Wilcox	Jct L50A	15.30	15.30
44	47.54	48.47	Jct L50A	Buffalo Co Line	0.93	0.93
46	0.00	7.53	Jct N-89	W. Jct. US-136	7.53	7.46
46	7.96	11.91	East Jct US-136	Jct US-6	3.95	4.11
47	0.00	13.06	Jct. N-89	Jct US-6/34	13.06	13.06
61	0.00	1.34	KS State Line	West Jct US-34	1.34	1.34
61	4.24	13.00	E. Jct. N-61	Indian Creek Brdg North	8.76	8.76
61	30.69	40.22	E. Jct. US-6	W Jct. US-6	9.58	9.53
61	40.22	53.00	W Jct US-6	Chase/Perkins CO Line	12.78	12.78
61	64.00	68.00	E. Jct. N-23	Grant	4.00	4.00
74	0.00	12.77	Jct N-10	Adams CoL	12.77	12.77
83	18.15	25.98	PCCP/HMA North of McCook	Red Willow Crk Nrth Project	7.83	7.83
83	35.02	48.05	Red Willow Cr.Nrth Project	S. Jct N-23	13.03	13.03
83	48.05	51.92	S Jct N-23	Lincoln CoL	3.87	3.87
89	0.00	9.57	Jct. US-83	Danbury	9.57	9.57
89	31.24	38.24	East of Wilsonville	Jct US-283	7.00	7.00
89	45.20	58.61	East of Beaver City	Stamford E RR to US-183	13.41	13.41
136	0.00	27.52	Jct. US-6	North Jct US-183	27.52	27.36
136	29.51	64.35	South Jct. US-183	Franklin/Webster CO Line	34.84	34.84
183	0.00	8.90	KS State Line	W. Jct. 136	8.90	8.90
183	9.22	13.89	W. Jct. 136	Jct. Huntley Spur	4.67	4.67
183	14.42	21.03	Jct. Huntley Spur	Jct. N-4	6.61	6.61
183	30.37	31.75	Jct. US-6	Holdrege North	1.38	1.38
183	38.87	47.10	Holdrege North	PCCP south of I-80	8.23	8.23
283	0.00	21.10	KS State Line	Jct US-6	21.10	21.08
283	21.10	34.30	Jct US-6	N-18	13.20	13.20
283	37.50	41.25	South of Elwood	Jct. N-23	3.75	3.75
283	41.25	47.64	Jct N-23	North of Elwood	6.39	6.39
283	48.16	54.76	North of Elwood	North of Elwood	6.60	6.60
283	54.98	55.52	North of Elwood	S. Jct. I-80	0.54	0.54

L31D	0.00	1.18	Franklin Link		1.18	1.20
L44C	0.00	0.81	US-6 Ramp W of Culbertson		0.81	0.81
L50A	0.00	7.00	Jct N-44	Jct N-10	7.00	7.02
S31A	0.00	2.62	Upland Spur		2.62	2.62
S31B	0.00	2.00	Hildreth Spur		2.00	2.00
S31B	3.00	4.51	Hildreth Spur		1.51	1.51
S31C	0.00	1.68	Naponee Spur		1.68	1.68
S42A	0.00	4.15	Huntley Spur		4.15	4.15

Total

775.89

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

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

* * * * *

705INFFEB14

ACRYLIC RESIN WATERBORNE LEAD FREE TRAFFIC PAINT 36

BORROW, WASTE, STOCKPILE, AND PLANT SITE APPROVAL 17
BUY AMERICA..... 16

CONSTRUCTION DETAILS..... 24
CONSTRUCTION METHODS 26
CONSTRUCTION STORMWATER MANAGEMENT CONTROL 24
CONTRACT TIME ALLOWANCE 13

ELECTRONIC SHOP DRAWINGS 20
ENVIRONMENTAL COMMITMENT 8
ENVIRONMENTAL COMMITMENT DOCUMENT 27
ENVIRONMENTAL COMMITMENT DOCUMENT ENFORCEMENT 29

GENERAL CONDITIONS 6
GLASS BEADS 40

HIGHWAY MILES – DISTRICT 7 45

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC..... 12
LIABILITY INSURANCE 21
LIMITATION OF OPERATIONS..... 25

PARTIAL PAYMENT 14, 15
PERMANENT TRAFFIC MARKING 34
PROPOSAL GUARANTY 47
PROPOSAL GUARANTY BID BOND..... 11

REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST 10

SHOP PLANS..... 12
SPECIAL PROSECUTION AND PROGRESS
(Federal Immigration Verification System) 12
(Migratory Birds) 8
(Subletting or Assigning of Contract) 18
(Tentative Start Dates) 7
(US-6, RP 120+72 to 156+98) 7
STATUS OF RIGHT OF WAY 7
STATUS OF UTILITIES..... 6
STORM WATER DISCHARGES 10

TEMPORARY TRAFFIC CONTROL DEVICES
(Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and Vertical Panels) 33
TEMPORARY WATER POLLUTION CONTROL 24
TYPE B HIGH INTENSITY WARNING LIGHTS..... 33

VALUE ENGINEERING PROPOSALS (VEP) 11

WORK ZONE TRAFFIC CONTROL SIGNS 34
WORKER VISIBILITY 11

NEBRASKA DEPARTMENT OF ROADS

PAGE: 1
DATE: 12/23/13

SCHEDULE OF ITEMS

CONTRACT ID: 7186X

PROJECT(S): AFE-G006

CALL ORDER NO. : 705

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 GROUP 8 SPECIALTY						
0001	0030.80 MOBILIZATION	LUMP	LUMP			.
0002	7560.01 PAINT STRIPING	775.890 MILE		.		.
0003	7560.05 PAINT STRIPING	200.000 STA		.		.
0004	7560.20 ACRYLIC WATERBORNE PAINT, YELLOW	11638.000 GAL		.		.
0005	7560.30 ACRYLIC WATERBORNE PAINT, WHITE	38795.000 GAL		.		.
	SECTION 0001 TOTAL					.
	TOTAL BID					.