

INFORMATIONAL PROPOSAL

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

NEBRASKA DEPARTMENT OF TRANSPORTATION

LETTING DATE: February 22, 2018

CALL ORDER: 800
CONTROL NO. SEQ. NO.: 81019 000

CONTRACT ID: 8019
PROJECT NO.: AFE-H040

TENTATIVE START DATE: 05/29/2018

CONTRACT TIME: 25 Working Days

LOCATION: DISTRICT 8-DISTRICTWIDE STRIPING

IN COUNTIES: BLAINE, BOYD, BROWN, CHERRY, GARFIELD, HOLT, KEVA PAHA, LOUP, ROCK,
WHEELER

BIDDER

GROUP 8 SPECIALTY

NOTES

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

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



NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

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

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

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.

November 7, 2017

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.

November 7, 2017

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

IV. Safety and Accident Prevention

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

V. Subletting or Assigning the Contract

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

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

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

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**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. AFE-H040**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Transportation in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on February 22, 2018, until 1:30 P.M.

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

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

The 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 percent of the contractors in the same business or field of endeavor as the contractor filing this proposal.

TRAINING SPECIAL PROVISIONS

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

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

All Contractors will be responsible for demonstrating the steps that they have taken to recruit minority and women trainees prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and

shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. The Contractor shall provide on-the-job training aimed at developing full journey-level status in the type of trade or job classification involved. The number of training hours under this Training Special Provision will be assigned to each Contractor as set forth below.

1. Under the NDOT Contractor-Specific On-the-Job Training (OJT) Program, OJT hours will be assigned to Contractors and will not be contract or project specific, except as noted in paragraph "a." below.
 - a. Contractors who **have not** received an OJT assignment and are awarded a federally funded project let by NDOT will be required to fulfill the number of OJT hours as identified in each contract. The number of training hours to be provided under this contract shall be: 0 hours.

A Contractor who has received an OJT assignment will be allowed to provide training on any NDOT-let project on which the Contractor is working as either a Prime Contractor or a subcontractor. A Contractor will have the flexibility to transfer trainees from one project to another after providing notification of the transfer to NDOT.
 - b. If this project does not have a contract-specific training requirement, or if the number of training hours is set at zero (0), NDOT will add a training pay item with a nominal 100-hour quantity, that may overrun or underrun, which will be utilized only if the Contractor elects to provide training on this contract.
2. In January each year, NDOT will allocate OJT assignments to Contractors based on the total average dollar amount of all work performed by a Contractor on NDOT-let projects during the previous three (3) calendar years. The total dollar amount will consist of:
 - a. The total dollar amount of the Contractor's prime contracts let by NDOT (both federal and state funded) minus the total dollar amount of the work subcontracted out to others, and
 - b. The total dollar amount of the subcontract work the Contractor performed for others on NDOT-let projects.

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

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

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

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

3. The OJT hours assigned to a Contractor in January are to be completed during that calendar year (e.g., OJT hours assigned in January of 2014 are to be completed during the period of January 1, 2014 thru December 31, 2014).
 - a. If a Contractor exceeds the number of OJT hours assigned for a calendar year, the Contractor may request to bank up to 30 percent of the excess hours. Banked hours may then be credited toward the Contractor’s OJT assignment for the next calendar year.
4. A Contractor who has not received an annual OJT assignment and is required to provide OJT on a contract-specific basis cannot receive credit for any OJT hours provided by any other Contractor working on the project who has received a Contractor-specific OJT assignment.
5. Completion of the annual OJT assignment is the Contractor’s responsibility. The Contractor is not allowed to assign any of the OJT hours to any other Contractor. The Contractor must make a Good Faith Effort to enroll an adequate number of trainees and provide the trainees a sufficient number of hours training to achieve the Contractor’s annual OJT assignment.
6. While trainees may be assigned to NDOT-let federally or state funded projects, the Contractor should attempt to schedule and assign trainees so that at least 50 percent of a trainee’s hours are earned on federally funded projects - unless otherwise approved in advance by NDOT.

7. The Contractor must use an OJT program approved by NDOT and/or the FHWA. An OJT program shall be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and qualify the average trainee for journey-level status in the job classification concerned by the end of the training period. An approved OJT program must specify the number of hours required for a trainee to achieve journey-level status in each job classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.
8. The Contractor shall furnish each trainee a copy of the OJT Program he/she will follow in providing the training. The Contractor shall also provide each trainee with a certification showing the type and length of training satisfactorily completed.
9. The Contractor's Equal Employment Opportunity (EEO) Officer shall be responsible for administering the Contractor's OJT and monitoring the trainees' progress. The EEO Officer shall serve as the point of contact for NDOT regarding OJT information, documentation, and conflict resolution. If necessary, the EEO Officer may designate another individual to assist with the OJT monitoring responsibilities. NDOT must be provided the name and contact information for any such designee.
10. At least seven (7) days prior to commencing training, the Contractor must submit a "Request for Trainee Approval" form to NDOT for each individual to be enrolled as a trainee and a tentative list of the projects to which the trainee will be assigned. Requests for Trainee Approval may be submitted by mail, fax, or email.
11. If the Contractor submits a "Request for Trainee Approval" form to NDOT for an individual who is not a minority or female, or cannot replace departing trainees with minorities or females, the Contractor must also produce sufficient Good Faith Efforts documentation of the type set forth below. NDOT may reject non-minority male trainees for entry into the program if it determines that a Contractor failed to make sufficient Good Faith Efforts to hire minorities or female trainees and/or the Contractor failed to document or submit evidence of its Good Faith Efforts to do so.
12. Any training hours provided to a trainee prior to the Contractor receiving approval from NDOT will not be credited toward the Contractor's annual OJT assignment.
13. When an individual is first enrolled as a trainee, the individual will be approved for the number of hours of OJT required to achieve journey-level status in the classification for which the individual is to receive training. (A Contractor will not be penalized if a trainee does not achieve the full number of hours for which the trainee is approved.)
14. If the Contractor is unable to provide a trainee the full number of training hours required to achieve journey-level status on one project, the trainee should be transferred to other NDOT-let projects on which the Contractor is working.
15. At least one (1) day before all such transfers of trainees are made, the Contractor must provide NDOT in writing the name of the trainee and current project, the project to which

the trainee will be transferred, and when the transfer is to take place. Notifications of trainee transfers may be submitted by mail, fax, or email.

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

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

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

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

the training period, 75 percent for the third quarter, and 90 percent for the last quarter of the training period - or the appropriate rates approved by the U.S. Department of Labor or the U.S. Department of Transportation in connection with the program in which the trainee is enrolled.

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

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

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

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

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

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

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

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

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

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

31. The established per hour unit price for the item "Training" shall be full compensation for all costs incurred, which includes but is not limited to providing the necessary

supervision, labor, equipment, tools and material. Any additional costs due to payment of wages in excess of the minimum rates specified and for the payment of any fringe benefits shall not be paid for directly, but shall be considered subsidiary to the items for which direct payment is made.

AMENDMENT TO CONSTRUCTION TRAINING REPORT REQUIREMENTS

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

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

STATUS OF UTILITIES

The following information is current as of January 9, 2018.

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 Date)

The Department will not accept any start date after May 29, 2018.

STATUS OF ENVIRONMENTAL COMMITMENTS

Control No. 81019
 Project No. AFE-H040
 Location: District 8 - Districtwide Striping

404 Permit Required Yes
 No

Comments: No 404 permit required.

Individual 401 Water Quality Certification Required Yes
 No

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

Floodplain Permit Required Yes
 No

Comments: No floodplain permit required.

Historic Clearance Yes Tier 1 Approved 10/31/2017
 No

Comments: No potential to cause effects to historic properties.

Threatened & Endangered Species Clearance Required Yes FHWA – NA
 No Approved: NGPC – 11/2/2017
 USFWS – NA

Comments: No Effect

FHWA Environmental Clearance Yes
 N/A

Comments: State Funds Only

NPDES/Stormwater Permit No.: NA

Special Provisions: See attached Environmental Commitment sheet

Special Notes on Plans:

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

Dillon Dittmer *DD 11/21/17* T&E PM *RC 11/28/17* Jon Barber *JB 11/21/17* EDU PM *LP 11/21/17* Jason Jurgens *JJ 11/20/17* Ron Poole *RP 11/21/17* EPU PM *MS 11/28/17*
(Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date) (Initial) (Date)

ENVIRONMENTAL COMMITMENTS

Control No.: 81019 **Project No.:** AFE-H040

Project Name: District 8 – Districtwide Striping

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

(Responsible Party for the measure is found in parentheses)

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

Contact Person: Mary Schroer, Highway Environmental Biologist, (402) 479-3969

General Conservation Conditions

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

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

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

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

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

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

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

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

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

Ground Disturbance Activities. No ground disturbing activities are allowed in association with this project, outside of the footprint of the paved area and the necessary soil disturbance to taper an earth shoulder for a roadway beveled edge (would occur within 12 inches of the existing surfaced roadway).

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

Encountering Unexpected Waste

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

Contact Person: Luke Pitts, Highway Environmental Biologist, (402) 479-3567

Construction Stormwater

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

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

STORM WATER DISCHARGES (1-43-1217)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION DETAILS

TEMPORARY WATER POLLUTION CONTROL (2-1-1217)

Section 204 in the Standard Specifications is void.

CONSTRUCTION STORMWATER MANAGEMENT CONTROL (2-1-1217)

A. General

1. This Section defines some best management practices (BMPs) for erosion and sediment control measures and construction practices the Contractor shall use to prevent soil erosion and avoid water pollution.
2.
 - a. The Department and the Contractor are co-permittees of the NPDES Construction Storm Water General Permit.
 - b. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.
3. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of the waters of the state, the project site, and adjacent property. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried

out in conjunction with earthwork operations or as soon thereafter as is practicable.

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

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

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

LIMITATION OF OPERATIONS (2-1-1217)

A. General

1. The maximum exposed surface area for the Contractor's operations in excavation, borrow, and embankment is 18 acres (72,800 m²) plus an equal area of clearing and grubbing/large tree removal. A written request for an increase in the maximum exposed surface area may be approved by the Engineer. This approval will be based on the soil, moisture, seasonal conditions, the Contractor's operation, or other conditions.
2. The Engineer shall have the authority to reduce the maximum exposed surface area when any of the following conditions warrant:
 - a. Soil and moisture conditions are such that erosion is probable.
 - b. Seasonal conditions may force extended delays.
 - c. Proximity to the waters of the state requires more stringent controls.
 - d. Equipment and personnel available on the job is not sufficient to properly maintain erosion and dust control measures.

- e. Any other environmental condition in the area that may exist which would be affected by erosion from the project.
3. Construction operations in rivers, streams, wetlands, and impoundments shall be restricted to those areas specifically shown in the contract. Rivers, streams, wetlands, and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.
4. Fording and operation of construction equipment within streams and wetlands will not be allowed, unless explicitly allowed in the contract. Streams are defined as any area between the high banks, regardless of the flow conditions.

CONSTRUCTION METHODS (2-1-1217)

A. General

1. The Contractor shall conduct all construction activities and install temporary erosion control measures, as necessary, to control sediment and avoid soil erosion during construction.
2. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.
3. Construction stormwater management control measures for Contractor obtained work areas located outside the right-of-way, such as borrow site operations, haul roads, plant sites, staging sites, waste sites, equipment storage sites, etc. are the sole responsibility of the Contractor. All construction stormwater management control measures for these areas are at the Contractor's expense. The Contractor is responsible for securing all required permits for use of these sites.
4. The construction stormwater management procedures contained herein shall be coordinated with any permanent erosion control measures specified elsewhere in the contract to the extent practical to assure economical, effective, and continuous erosion and sediment control throughout the construction period.
5. The Contractor shall be responsible to limit erosion and prevent siltation into the waters of the state during the construction period, as well as during the times that work may be suspended.
6.
 - a. All erosion and sediment control items shall be installed by personnel who are knowledgeable in the principles and practice of various BMP installations.
 - b. The installation of all erosion and sediment control items shall be done under the direct supervision of the Contractor's employee who has successfully completed training provided by the Department and has been certified as an Erosion and Sediment Control Inspector (Inspector). The Contractor's Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.

- i. The NDOT Erosion and Sediment Control Inspector Certification is obtained by completing an Erosion and Sediment Control Inspector Training Course provided by the Nebraska Department of Transportation and passing the examination that accompanies the training.
- c. The Contractor shall notify the Engineer of all employees, who have been certified as Inspectors, who will be on the project to direct and inspect all erosion and sediment control BMP installations.
- d. No payment will be made for any erosion and sediment control item unless a Contractor's Inspector was present to directly supervise and inspect the work.
- e. No payment will be made for any erosion and sediment control item that is not properly installed. All erosion and sediment control items shall be installed as per the contract.

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

A. Environmental Commitment Document

- 1. a. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments and will be included in the Contract.
- b. The Department will provide information for the following, when applicable:
 - i. Storm Water Pollution Prevention Plan (SWPPP)
 - ii. U.S. Army Corps of Engineers (USACE) Section 404 Permit
 - iii. Nebraska Department of Environmental Quality 401 Water Quality Certification
 - iv. State Title 117 Waters (USACE Non-Jurisdictional)
 - v. Floodplain Permit
 - vi. Historic Clearance
 - vii. Endangered Species Act Clearance
 - viii. Nebraska Nongame and Endangered Species Conservation Act Clearance
 - ix. National Environmental Policy Act Compliance

- x. NPDES Construction Stormwater Permit (within Right-of-Way limits, only)
 - xi. Conservation Measures
 - xii. Migratory Bird Treaty Act
 - xiii. Bald and Golden Eagle Protection Act Compliance
 - xiv. Other pertinent issues
- c. The Contractor shall provide information for the following, when applicable:
- i. Temporary Erosion Control Plan
 - ii. Spill Prevention and Control Plan
 - iii. Migratory Bird Treaty Act Compliance Plan
 - iv. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments
 - v. Name and telephone number of the employees that are NDOT-Certified Erosion and Sediment Control Inspectors
 - vi. Critical Path Construction Schedule
 - vii. Other items as defined elsewhere in the contract

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

A. General

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

B. Temporary Erosion Control Plan

1. The Contractor shall prepare and submit the Temporary Erosion Control Plan prior to the start of any work. The Contractor shall not begin work until the

Temporary Erosion Control Plan has been submitted to the Engineer and appropriate erosion control measures are in place. Payment for any work on the contract will be withheld if erosion control measures are not in place or properly maintained.

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

C. Spill Prevention and Control Plan

1. All project activities shall be addressed in the Spill Prevention and Control Plan. The Contractor shall prepare and submit the plan to the Engineer and install all appropriate spill prevention and control measures prior to the start of any work.
2. The Spill Prevention and Control Plan shall clearly state measures to prevent, contain, document and clean up a spill. It shall state measures for disposal of the contaminated material, disposal documentation and incident review to train personnel to prevent spills from reoccurring.
3. Spill Prevention and Control Plans are applicable to construction sites where hazardous materials are stored, used and/or generated onsite. Hazardous materials include, but not limited to: hazardous wastes, pesticides, paints, cleaners, petroleum products, fertilizers, solvents and porta-potty wastes.
4. Direct payment will not be made for the Spill Prevention and Control Plan.

D. Migratory Bird Treaty Act Compliance Plan

1. The Contractor shall not begin work until a Migratory Bird Treaty Act Compliance Plan has been submitted to the Engineer and appropriate nesting migratory bird avoidance measures are in place.
2. a. The Contractor shall clearly state the necessary measures they intend to use to avoid a "Take" of nesting migratory birds in the Migratory Bird Treaty Act Compliance Plan. Measures may include but are not limited to:
 - i. Clearing and grubbing prior to April 1st or after September 1st
 - ii. Tree removal prior to April 1st or after September 1st
 - iii. Clearing empty nests on structures prior to April 1st
 - iv. Maintaining clear structures until commencement and throughout the duration of work on structures
 - v. Netting structures to prevent nesting

- vi. Commitment to perform surveys according to protocol
 - vii. Hire a biologist to survey areas to be disturbed prior to commencement of work during the nesting season
 - viii. Submittal of required bird survey reports
 - ix. Training of Contractor Personnel to insure compliance
3. a. The Migratory Bird Treaty Act Compliance Plan is applicable to the entire project site to avoid the “Take” of migratory birds protected under the Migratory Bird Treaty Act.
- b. “Take” is defined as: pursuit, hunt, shoot, wound, kill, trap, capture, collect, or attempt to pursue, hunt, shoot, wound, kill, trap, capture, or collect.
4. The Migratory Bird Treaty Act Compliance Plan shall adhere to the NDOT’s Avian Protection Plan located at:

<http://www.dot.nebraska.gov/media/3952/avian-protection-plan.pdf>

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

E. SWPPP Inspection

- 1. The Contractor shall accompany the Engineer on inspections in accordance with the NPDES Construction Storm Water General Permit.
- 2. The SWPPP will be maintained and updated by the Engineer as work progresses and site conditions change to accurately describe the BMPs that are currently in place.
- 3. The Contractor’s participation in SWPPP inspections, maintenance and updates shall begin on the first day construction activities cause land disturbance and end on the date of project completion as evidenced as the completion date in the District Engineer’s Letter of Tentative Acceptance.
- 4. a. The Contractor’s Inspector shall be responsible for ensuring that all BMPs are installed in accordance with the contract or the manufacturers’ recommendations. The Contractor’s Inspector shall be capable of reading and interpreting these documents.
- b. The Contractor’s Inspector shall be familiar with product and structural BMPs. The Contractor’s Inspector shall inspect, assess, and supervise the maintenance of erosion and sediment control BMPs to ensure compliance with the NPDES Construction Storm Water General Permit while preserving BMP functionality.
- 5. Payment for project inspection is subsidiary to items that direct payment is made.

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

A. General

1. This specification establishes payment and disincentive assessment for the Contractor's performance in complying with Contract Environmental Commitments.
2. Deficiencies are described but not limited to:
 - a. Failure to install pollution prevention control BMPs as work progresses or as described in the SWPPP.
 - b. Failure to maintain existing pollution prevention control BMPs.
 - c. Failure to remove non-functioning pollution prevention control BMPs.
 - d. Failure to comply with USACE Section 404 Permit requirements.
 - e. Failure to comply with NPDES Construction Storm Water General Permit requirements.
 - f. Failure to comply with all applicable statutes relating to pollution of the waters of the state.
 - g. Exceeding the maximum exposed surface area for excavation of 18 Acres without written request for permission and written approval.
 - h. Failure to comply with wildlife species specific conservation conditions.
 - i. Failure to comply with the Contract.
 - j. Failure to comply with the Engineers directives.

B. SWPPP Deficiency Notification

1. The Engineer will document and direct the Contractor to correct deficiencies.
2.
 - a. The Contractor shall commence correcting deficiencies, provide adequate equipment and personnel, and diligently pursue correcting deficiencies without cessation until all deficiencies have been corrected.
 - b. The count of Working Days and/or Calendar Days will continue during the time period that corrective work is being performed.
 - c. Delays to the project as a result of the Contractor conducting corrective actions for the Contract Environmental Commitments will not constitute a valid reason for an extension of the contract time allowance.

3. Deficiencies shall be corrected within seven (7) calendar days of notification or within an approved extension. When deficiencies are not corrected within seven (7) calendar days or within an approved extension, the Engineer will make a disincentive assessment to the contract as stated herein.
4.
 - a. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven (7) calendar days, the Contractor shall notify the Engineer in writing. The Contractor's letter shall state the reasons preventing corrective action within the time allowed. The Contractor shall propose a written Corrective Action Plan within 48 hours. Corrective work shall continue while the Corrective Action Plan is developed. The Contractor's Corrective Action Plan must contain a course of action and a time frame for completion. If the reasons and the Corrective Action Plan are acceptable, the Engineer may extend the time in which to complete the corrective work.
 - b. The Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If all corrective work is completed within the time allowance shown in the Notification or within an approved extension, a disincentive assessment will not be imposed upon the Contractor.
 - c. Storm events or soil and weather conditions occurring on other projects, which interfere with a Contractor completing corrective actions on the project within seven (7) calendar days, will not be justification for a time extension to complete the corrective work.
5. If all corrective work identified in the Notification has not been completed at the end of the seventh (7th) calendar day after the Initial Notice Date or within an approved extension, a Shut-Down Notice will be issued on the eighth (8th) calendar day after the Initial Notice Date or on the calendar day following the last day of an approved extension.
6. All operations shall cease as of the date and time cited in the Shut-Down Notice. The Contractor shall work, exclusively, on the deficiencies until all have been corrected or as directed by the Engineer. Upon issuance of the Shut-Down Notice, a disincentive of \$500.00 per deficiency per calendar day will be assessed thru the day the corrective work is completed, inclusive.
7. The Engineer may require the Contractor to provide a written Procedures Plan that describes the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within two (2) calendar days of the request. Failure to correct all deficiencies and provide a Procedures Plan may result in payments being withheld until such time that procedures are outlined.
 - a. Payment for preparing a written Procedures Plan is subsidiary to items that direct payment is made.

C. Storm Event Restoration – Incentive and Disincentive

1. The Department will pay "Storm Event Restoration - Incentive" when the Contractor completes the restoration work to eliminate the pollution prevention

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

2. A storm event is defined as a storm exceeding 0.50 inch of rain in a 24 hour period.
3. The Department will notify the Contractor of pollution prevention control deficiencies.
4. a. Payment for the item of “Storm Event Restoration - Incentive” may not be made when the Contractor is notified to correct pollution prevention devices not installed in accordance with the contract or the manufacturer’s recommended installation instructions.
5. If the restoration work is not completed within seven (7) calendar days or within an approved extension, a disincentive assessment of \$500.00 per deficiency per calendar day will be assessed. The disincentive assessment will begin on the eighth (8th) calendar day after the issuance of the Initial Notice Date or on the calendar day following the last day of an approved extension(s) and continue through the day that the restoration work is completed, inclusive.

D. Method of Measurement

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

E. Basis of Payment

- | | | | | |
|--|--|-----------------|------|--------------|
| <ol style="list-style-type: none"> 1. Pay Item
Storm Event Restoration – Incentive
Storm Event Restoration – Disincentive | <table border="0"> <tr> <td style="vertical-align: top;">Pay Unit</td> </tr> <tr> <td>Each</td> </tr> <tr> <td>Calendar Day</td> </tr> </table> | Pay Unit | Each | Calendar Day |
| Pay Unit | | | | |
| Each | | | | |
| Calendar Day | | | | |
| <ol style="list-style-type: none"> 2. All equipment, materials, etc. used in the restoration work will be paid for in accordance with Division 800 of the Standard Specifications. 3. Payment is full compensation for all other incidentals required to complete the restoration work included in the notification within the allowed time. | | | | |

F. Environmental Commitments – Contractor Compliance

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

G. Method of Measurement

1. No measurement is required.

H. Basis of Payment

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

I. Immediate Action Deficiencies

1. Deficiencies that pose an imminent threat to the environment are considered an emergency situation. These deficiencies will be identified in the Immediate Action Deficiencies Section of the Environmental Commitment Deficiency Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.
2. The Engineer will issue a shut-down notice. All work on the contract shall cease until the corrective work has been completed. The Engineer may allow the

Contractor to continue working in areas unaffected by the Immediate Action Deficiency, provided corrective actions are being actively performed on the deficiency.

3. Immediate Action Deficiencies are not eligible for an incentive payment.
4. The Contractor will be assessed a disincentive assessment of \$1,000.00 per deficiency per calendar day for failure to begin corrective actions or failing to continue to completion as directed by the Engineer or by the regulatory agency with jurisdiction.
5. Examples of Immediate Action Deficiencies include but are not limited to:
 - a. Threatened & Endangered Species habitat protection deficiencies
 - b. USACE Section 404 Permit Noncompliance
 - c. Petroleum Spills/Tank Leakage
 - d. Hazardous Material Spills

J. Rights Reserved

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

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

Description

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

Material Requirements

1. Prior to beginning work on the project, the Contractor shall prepare a Spill Prevention and Control Plan (SPCP) that clearly states measures to prevent a spill, contain a spill, clean up a spill, dispose of contaminated materials and train personnel to prevent and control spills. The plan shall include the notification contacts, as well as the processes and timeframes to address the situation in the event that a spill occurs. The following shall be included in the plan:
 - a. A site plan showing locations for loading of equipment and materials, storage of equipment and materials, equipment fueling and wash areas, portable toilet locations and waste disposal areas.
 - b. Descriptions of the following that may be used on projects:
 - i. Best Management Practices (BMPs) for secondary containment.
 - ii. Description of spill response equipment and materials, including safety and clean up equipment.
 - iii. Preventative inspection and maintenance techniques for equipment to minimize leaks.
 - iv. Procedures for filling tanks and equipment to prevent spills.
 - v. Procedures for containing, diverting, isolating and cleaning up a spill.
 - vi. Procedures and BMPs to be administered at bridge and culvert sites to ensure that hazardous materials do not runoff.
 - (1) When water is present, immediate action to contain and remediate a spill is required.
 - (2) The Contractor shall notify the NDOT Project Manager and NDEQ upon release of any quantity of material to waters of the state. The NDOT Project Manager will notify the NDOT Environmental Section upon notification of a release.
 - vii. Spill training agenda and materials for the Contractor's staff and subcontractors.
 - c. Identify individuals responsible for implementing the plan.
 - d. Specify how and when to notify appropriate authorities such as Nebraska Department of Environmental Quality and Nebraska State Patrol.
2. The Contractor shall provide and maintain a spill kit with appropriate materials to clean up minor spills on site as described in the Spill Prevention and Control Plan. A minor spill is defined as a release that is less than the reportable quantity for a given material and not entering waters of the state.

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

Construction Methods

1. The Contractor shall store paints, solvents, pesticides, petroleum products, and other hazardous materials in areas with secondary containment.
2. Hazardous materials storage, including portable toilets, shall be restricted to specific areas away from:
 - a. vehicular traffic
 - b. restricted areas shown on the plans
 - c. waters of the state, including wetlands (50 feet minimum distance)
 - d. Wellhead Protection Areas, unless designated in a Wellhead Protection Plan that has been approved by the local authority.
3. The Contractor shall inspect hazardous material containers weekly to ensure that all containers are clearly identified and that no leaks are present.
4. The Contractor shall inspect the site weekly to ensure that cleanup procedures are posted and that a spill kit is adequately stocked and readily available.
5. The Contractor shall verify and update the SPCP site maps as necessary during inspections to accommodate changes in the site.
6. A spill kit shall be readily available, in close proximity and appropriately stocked when applying petroleum based or other hazardous materials to bridge and culvert sites.
7. The Contractor shall develop, implement and maintain a training program regarding hazardous materials management. Training of the Contractor's staff and subcontractors shall be conducted to ensure that workers are knowledgeable of the procedures, materials and equipment outlined in the SPCP. The Contractor shall maintain a database of individuals that have been trained.
 - a. Specific hazardous materials and their handling procedures shall be discussed during safety briefings.
8. The Contractor shall maintain and provide to the Project Manager, upon request, a record of all spills occurring on site. This record shall include:
 - a. The circumstances leading to the spill
 - b. The date of the release
 - c. Measures taken to resolve the incident
 - d. Measures taken to prevent a reoccurrence

9. The Contractor shall follow NDEQ notification procedures for all spills in excess of a reportable quantity as defined by NDEQ Title 126 or the products MSDS Sheets. The NDOT Project Manager will notify the NDOT Environmental Section.
10. The Contractor shall follow all local, state and federal regulations associated with the release and/or cleanup, including disposal of the hazardous material.

Method of Measurement and Basis of Payment

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

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

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

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

PERMANENT TRAFFIC MARKING (4-4-1217)

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 Transportation, 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 Transportation 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, Paragraphs 2., & 3., 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 EIGHT

HIGHWAY NO.	LOCATION	BEGIN REF. POST	END REF. POST	REF. POST MILES	ACTUAL MILES	CENTER OR EDGE
N-7	Brewster to Ainsworth W. Jct.N-7 to W/US-20	0.00	43.60	43.60	43.60	Both
N-7	Bassett to Jct. N-7 & 183	60.67	86.65	25.98	23.65	Both
N-11	Valley-Garfield Co. Line to Atkinson	88.86	148.42	59.56	59.49	Both
N-11	Atkinson to Jct. N-11 & W/N-12	148.91	181.57	32.66	32.43	Both
N-11	W. Jct. N-11 & W/N-12 to E. Jct. N-11 W/N-12	181.57	182.58	1.01	1.00	Both
N-11	E. Jct. N-11 & W/N-12 to S.D. State Line	182.58	189.06	6.48	6.54	Both
N-12	Valentine to S. Jct. N-12 & W/US-183	0.00	51.11	51.11	48.30	Both
N-12	N. Jct. N-12 & W/183 to S. Jct. N-12 & W/N-137	56.08	80.61	24.53	22.10	Both
N-12	S. Jct. N-12 & W/N-137 to Butte E. Jct. N-12	80.61	113.07	32.46	27.13	Both
N-12	E. Jct. N-12 & W/N-11 to W. Jct. N-12 & W/US-281	113.92	123.24	9.32	9.07	Both
N-12	E. Jct. N-12 & W/US-281 to Boyd-Knox Co. Line	126.63	144.57	17.94	17.95	Both
US-20	W. Cherry Co. Line to Holt-Antelope Co. Line	111.94	328.83	216.89	216.72	Both
US-20	Bryon Bridge Road	199.10	200.46	1.36	1.36	Both
N-61	Grant-Cherry Co. Line to S.D. State Line	165.86	231.40	65.54	65.38	Both
N-70	Valley-Garfield Co. Line to S. Jct. N-70 & US-281	136.51	152.77	16.26	16.55	Both
N-70	N. Jct. N-70 & US-281 to Wheeler-Antelope Co. Line	166.92	179.95	13.03	13.03	Both
US-83	Thomas-Cherry Co. Line to S. / Jct. US-83 & W. US-20	156.56	207.40	50.84	50.88	Both
US-83	US-83 & W/N-12 to S.D. State Line	212.78	222.46	9.68	9.68	Both
N-91	Brewster to Taylor	15.07	44.91	29.84	29.85	Both
N-91	Taylor to S. Jct. N-91 & W/N-11	45.87	59.27	13.40	13.40	Both
N-91	N. Jct. N-91 & W/N-11 to W. Jct. N-91 & W/N-70	61.28	77.31	16.03	16.06	Both
N-95	Jct. N-95 & W/N-11 to Jct. N-95 & W/US-281	0.00	16.80	16.80	16.86	Both
N-96	Jct. N-96 & W/US-281 to Jct. N-96 & W/N-91	0.00	20.05	20.05	20.05	Both
N-97	Brownlee Road to Valentine	102.85	141.58	38.73	38.47	Both
N-137	Newport to S. Jct. N-137 & W/N-12	0.00	22.79	22.79	22.58	Both
N-137	N. Jct. N-137 & W/N-12 to S. D. State Line	27.28	29.97	2.69	2.68	Both
US-183	Custer-Loup Co. Line to Bassett-E. Jct. US-20 & W/US-183	121.91	182.34	60.43	60.40	Both
US-183	W. Jct. US-183 & W/US-20 to S.D. State Line	193.94	225.79	31.85	31.85	Both
US-275	E. Jct. US-275 & W/US-20 to Holt-Antelope Line	13.03	24.24	11.21	11.21	Both
US-281	Greeley-Wheeler Co. Line to E. Jct. US-281 & US-20	131.49	183.31	51.82	52.76	Both
US-281	W. Jct. Us-281 & US-20 to S.D. State Line	183.82	223.69	39.87	39.67	Both
S-8A	Jct. Spur S-8A & W/N-12	0.00	0.24	0.24	0.24	Both
S-9A	Jct. Spur S-9A & W/US-20 to Long Pine.	0.00	0.50	0.50	0.50	Both
S-16B	Jct. Spur S-16B & W/US-83 to Refuge HDQS.	0.00	13.47	13.47	13.47	Both
S-16F	Jct. Spur S-16F & W/US-20 to McKelvie Forest	0.00	18.90	18.90	18.90	Both
L-45B	Jct. L-45B & W/US-20 to L-45B & W/US-275	0.00	5.83	5.83	5.74	Both
S-45A	Jct. S-45A & W/US-20 to Page	0.00	4.22	4.22	4.22	Both
Total Highway Miles					1063.77	
Less Construction projects					-87.02	
Less Maintenance projects					-148.96	
Less Perm. Pvmnt. Marking Segments					-50.47	
Total 2018 Contract Striping miles					777.32	

CONSTRUCTION STRIPING EXCEPTIONS

Highway	Beg. Ref Post	End Ref Post	Location	Length
11	127.42	133.81	Holt Creek North & South	8.48
11	133.81	142.27	Amelia North	6.39
12	56.08	65.46	Burton East & West	9.38
12	80.61	81.24	Niobrara River North	0.63
137	13.28	22.79	Niobrara River North	8.43
61	173.23	190.78	Hyannis - Merriman	17.54
183	218.72	225.79	N. Jct N-12 - South Dakota Line	7.07
183	193.94	198.35	Springview North & South	4.41
183	211.51	218.72	Springview North & South	7.32
281	165.56	182.97	Chambers - O'Neill	17.37

Total: **87.02****MAINTENANCE STRIPING EXCEPTIONS**

Highway	Beg. Ref Post	End Ref Post	Location	Length
7	71.00	75.00	North & South of Niobrara River	4.00
11	105.00	116.00	South of Holt/Garfield County Line	11.00
11	142.00	149.00	South of Atkinson	7.00
12	85.00	100.00	West of Naper	15.00
12	65.00	80.00	East of Burton	15.00
20	135.77	146.00	East of Merriman	10.23
20	221.00	232.00	Between Wood Lake & Johnstown	11.00
61	216.11	219.63	North & South of Niobrara River	3.52
96	0.00	16.00	Calamus Reservoir	16.00
97	110.00	115.00	Merritt Reservoir	5.00
97	129.00	135.00	North & South of Niobrara River	6.00
183	143.00	155.00	North & South of the Rock/Loup Co. Line	12.00
183	207.00	210.00	North of the Niobrara River	3.00
281	183.82	202.00	O'Neill to Eagle Creek	18.18
281	208.00	210.00	North of the Niobrara River	2.00
L45B	0.00	5.83	North of Ewing	5.83
S45A	0.00	4.20	South of Page	4.20

Total: **148.96**

PERMANENT PAVEMENT MARKING EXCEPTIONS

Highway	Beg. Ref Post	End Ref Post	Location	Length	Year Striped
11	92.10	92.79	In Burwell	0.69	2014
20	175.36	185.53	Kilgore to Crookston	10.17	2014
20	185.53	196.17	Crookston to Valentine	10.64	2014
20	196.17	197.55	In Valentine	1.38	2014
20	197.55	202.37	Southeast of Valentine	4.30	2017
20	259.14	259.73	In Bassett	0.59	2014
20	288.35	290.49	In Atkinson	2.12	2014
20	307.62	309.05	In O'Neill	1.43	2014
20	312.50	320.44	O'Neill to Jct. US 275	7.94	2014
275	13.03	24.24	Jct US-20 to Antelope Co. Line	11.21	2014

Total: 50.47

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

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

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